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SECOND MORTGAGE

INDENTURE WITNESSETH THAT THE MORTGAGOR, STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1989 AND KNOWN AS TRUST NO. 12253

MORTGAGE AND WARRANT TO FREDERICK A. SCHULTZ, his heirs, executors and assigns

THIS MORTGAGE IS SECURED BY A NOTE IN THE AMOUNT OF \$130,000.00 MADE BY STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1989 AND KNOWN AS TRUST NO. 12253 TO FREDERICK A. SCHULTZ

THE FOLLOWING DESCRIBED REAL ESTATE, to wit:

Lot 11 in Ipema's 3rd Alsip Industrial Subdivision of the West 1/2 of the South 20 acres of the North 40 acres of the West 1/2 of the Southeast 1/4 of Section 20, Tovnship 37 North, Range 13, East of the Third Principal Meridian, in Cock County, I PIN 24-20-402-023-0000 Illinois

11618 S. Mayfield, Alsip,

situated in the Courty of Cook, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained. R9535665

BUT IT IS EXPRESSLY PROVIDED AND AGREED that if default be made in the payment of the said promissory rote or of any part thereof, or the interest thereon, or any part thereof, at the time and in the manner above specified for the payment thereof, or in case of waste or non-payment of taxes or assessments on said premises, or of a breach of nay of the covenants or agreements herein contained, then and in such case, the whole of said principal sum and interest, secured by the said promissory note in this mortgage mentioned, shall thereupon, at the option of the said Mortgagee, its successions atternance or agreement or agreement of the said mortgage. sors, attorneys or assigns, become immediately due and payable; and this Mortgage may be immediately foreclosed to ray the same by said Mortgagee, its successors, attorneys or assigns; and it shall be lawful for the Mortgagee, its successors, attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all to rents, issues and profits thereof.

UPON the filing of any bill to foreclose this Mortgage in any court having jurisdiction thereof, such court may appoint any attorney of any court of record or any proper person receiver with power to collect the rents, issues and profits arising out of said premises furing the pendency of such foreclosure suit, and until the same to redeem the same from any sale that may be made under any decree foreclosing this Mortgage shall are and profits when collected may be applied expire, and such rents, issues and profits, when collected, ray be applied toward the payment of the indebtedness and costs hereir mentioned and described; upon filing a bill to foreclose this Mortgage in any court of competent jurisdiction, there shall immediately become due and payable, an attorney's fee or a reasonable amount to be taxed as costs in such suit; and upon the foreclosure and sale of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, said attorney's fees and all other costs of such suit, and all monies advanced for taxes, assessments and other liens, then there shall be paid the principal of said note whether due and payable by the terms thereof or not, and the interest thereon.

THE SAID MORTGAGOR covenants and agrees that he will keep all buildings that may at any time be upon said premises insured in such companies as the holders of said note shall direct, for their full insurable value, and make the loss, if any, payable to and deposit the policies of insurance with the party of the second part, or his assigns as a further security for the indebtedness aforesaid.

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This Second Mortgage is executed by STANDARD BANK AND TRUST COMPANY, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Second Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Second Mortgage. No personal liability shall be asserted or be enforcible against the promisor or any person interested beneficially or otherwise in said property specifically described in said Second Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this second mortgage or the making issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this second mortgage accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits rising from the property described in said second mortgage, or the proceeds rising from the sale or other disposition thereof, but that in case of default in the payment of this second mortgage or of any instalment hereof, the sole remedy of the holder shall be by foreclosure of the said Second Mortgage given to secure the indebtedness evidenced by the note, in accordance with the terms and provisions in said Second Mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

	DATED THIS 6th DAY OF	November 1989
	STANDARD BANK AND TRUST	r COMPANY, as Trustee and
	not personally,	> 0/
	BY:	orleh
	Dennis Padak	Assistant Vice President
	Janala M. K.	regerster
	ATTEST Linda M. Krajewski	Assistant Secretary
SUBSCRIBED AND SWORN to		
before me this 6th day of November, 1989		89535865
Merian Vorunt	1	DECT 64
Notary Public	<i>A</i>	. T#1111 TRAN 7570 11/09/89 13:07:00
		. +3342 / *-89-535865 . COOK COUNTY RECORDER
"OFFICIAL SEAL"		

PREPARED BY: HUTCHISON, ANDERS & ASSOC., 16860 S. Oak Park Avenue, Tinley Park, IL 60477

MIRIAM DORPHISTON NOTARY FURIES WAS COMMISSION EXPIRES 6-20-93



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