

# UNOFFICIAL COPY

SECOND MORTGAGE (ILLINOIS)

THIS INDENTURE WITNESSETH THAT, Joseph E. Heil, Jr. married to Genevieve C. Heil, and Rosemary P. Anderson, a spinster

89290772

(hereinafter called the "Mortgagor"), of  
1828 W. Farragut, Chicago, IL 60640  
(No. and Street) (City) (State)

for valuable consideration the receipt of which is hereby acknowledged. CONVEY  
AND WARRANT to FORD MOTOR CREDIT COMPANY of  
1305 Remington Rd., Suite J, Schaumburg, IL 60173  
(No. and Street) (City) (State)

Above Space For Recorder's Use Only

(hereinafter called the "Mortgagee"), and to its successors and assigns the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to wit

LOT 9 IN BLOCK 3 IN MICLOUFS MILLER'S SUBDIVISION OF THE EAST 511 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Also Known As: 1828 W. Farragut, Chicago, IL 60640  
(hereinafter called the "Premises") PIN# 14-07-222-015

Hereby releasing and waiving all rights under and benefit of the homestead exemption laws of the State of Illinois Subject to the lien of ad valorem taxes for the current year and a mortgage in favor of Bank of Ravenswood (if none, so state)

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein

WITNESSETH, The Mortgagor is justly indebted to Mortgagee in the amount of \$25,413.00 Dollars (hereinafter called the "Indebtedness" as evidenced by a promissory note of even date herewith (hereinafter called the "Note")

Loan is payable in 120 installments. First payment of \$440.00 is due 7-28-89. 119 remaining payments of \$440.00 each are due on the same day each succeeding month. The final payment is due 6-28-1999.

89290772

THE MORTGAGOR covenants and agrees as follows: (1) To pay the Indebtedness, as herein and in the Note provided, or according to any agreement extending time of payment, (2) to pay when due in each year all taxes and assessments against the Premises, and on demand to exhibit receipts therefor, (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on the Premises that may have been destroyed or damaged, (4) that waste to the Premises shall not be committed or suffered, (5) to keep all buildings now or at any time on the Premises insured in companies to be selected by the Mortgagee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the first trustee or mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be set and remain with the said first mortgage or trustee until the indebtedness is fully paid, (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of the Note may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien of the affecting the Premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Mortgagor to repay immediately on demand, and the same with interest thereon from the date of payment at the lesser of the rate specified in the Note or the maximum rate permitted by law shall be so much additional Indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements, the whole of the Indebtedness evidenced by the Note, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at the lesser of the rate specified in the Note or the maximum rate permitted by law, shall be so much additional Indebtedness secured hereby, or by suit at law, or both, the same as if all of the Indebtedness evidenced by the Note has then matured by express terms.

ALL EXPENSES and expenses hereinafter called the "Expenses" incurred by the Mortgagee in connection with all preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, (b) any proceedings, including probate and bankruptcy proceedings, in which either Mortgagee or Mortgagor shall be a party either as plaintiff, claimant or defendant, by reason of this Second Mortgage or the Indebtedness hereby secured, or in preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced, shall become so much additional Indebtedness secured hereby, and shall become immediately due and payable, with interest thereon, at the lesser of the rate specified in the Note or the maximum rate permitted by law. The term "Expenses" as used herein shall include, without limitation, reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after entry of a decree of foreclosure) of procuring all such services, titles, title searches and examination and insurance policies as the Mortgagee may deem reasonably necessary either to prosecute a suit of foreclosure or to evidence the bidder at any sale which may be had pursuant to such decree the true condition of the title or of the value of the Premises. All the Expenses shall be an additional lien upon the Premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all the Expenses have been paid. The Mortgagor for the Mortgagee and for the heirs, executors, administrators and assigns of the Mortgagee waives all right to the possession of, and income from, the Premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Second Mortgage the court in which such complaint is filed, may at once and without notice to the Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of the Premises with power to collect the rents, issues and profits of the Premises.

The name of a record owner is Joseph E. Heil, Jr., married to Genevieve C. Heil, and Rosemary P. Anderson, a spinster

And when all of the aforesaid covenants and agreements are performed, the Mortgagee or its successors or assigns shall release said premises to the party entitled, on receiving his reasonable charge

Witness the hand S and seal S of the Mortgagor this 23rd day of June, 1989

Joseph E. Heil, Jr. (SEAL)  
Joseph E. Heil, Jr.

Genevieve C. Heil (SEAL)  
Genevieve C. Heil

Please print or type name(s) below signature(s)  
Rosemary P. Anderson (seal)  
Rosemary P. Anderson

This instrument was prepared by L. Felski 1305 Remington Rd., Suite J, Schaumburg, IL 60173

(NAME AND ADDRESS)

EQUITY TITLE COMPANY EC 1055490


# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook } ss.

I, Ronald M. Blaze, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph E. Heil, Jr., married to Genevieve C. Heil, and Rosemary P. Anderson, a spinster personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup> are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 23rd day of June, 1989.

(Impress Seal Here)

  
Notary Public  
Ronald M. Blaze

Commission Expires March 15, 1993

DEPT-91 112.25  
T#1111 TRAN 2313 96/26/89 14 50:00  
#6110 #A \*-89-290772  
COOK COUNTY RECORDER

89290772

BOX No. \_\_\_\_\_  
SECOND MORTGAGE \_\_\_\_\_  
TO \_\_\_\_\_

Prepared by 4/1/90 to:  
FORD MOTOR CREDIT CO.  
1305 REMINGTON ROAD  
SUITE J  
SCHAUMBURG, IL 60173

89-290772