

89336469

# UNOFFICIAL COPY

SECOND MORTGAGE

THIS MORTGAGE Made this 9th day of June, 19 89  
WITNESSETH That RONALD R. & CAROL L. HRAB, husband and wife, hereinafter called Mortgagor, whose address is 237 Parkview Circle, Elk Grove, Illinois 60007

mortgages and warrants, subject to existing liens and encumbrances, to NBD F & M Bank, N.A., 400 Riverview Dr., P.O. Box 308, Benton Harbor, Michigan 49022 hereinafter called

Mortgagee, land situated in the WILKINSON of ELK GROVE County of Cook Michigan, described as TAX CODE #08-29-304-007-0000

12.00

1.7  
2014  
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Lot 66 in Elk Grove Estates Custom Lots of Parcel "B", being a subdivision in the South West Quarter of Section 29, Township 41 North, Range 11 East, of the Third Principal Meridian, according to the Plat thereof recorded in the Office of the Recorder of Deeds on December 1, 1969 in Document No. 21029437 in Cook County, Illinois.

together with the benefits and appurtenances thereto belonging, to secure the performance of the covenants hereinafter contained and the repayment of \$ 120,000.00 on or before the June day of 19 90 according to the terms of a certain promissory note bearing even date here-

with executed by the Mortgagor. Any Mortgagor not a co-borrower joins herein only for the purpose of warranting, mortgaging, and hypothecating their interest, including dower, in the property.

And the Mortgagor covenants with the Mortgagee, while this mortgage remains in force, as follows:

1. To pay said indebtedness in the time and in the manner provided in said note. Mortgagor shall pay all taxes, assessments and other obligations which may become a lien against the property when due.
2. To keep the building and improvements on the premises insured against loss and damage by fire and other hazards with insurance money, in case of loss, and payable by the policies to the Mortgagee as its mortgage interest may appear.
3. That default shall be made in the payment of said indebtedness secured hereby, or any part thereof, at the time and in the manner specified for the payment thereof by the terms of said note, or in the performance of any of the covenants and agreements herein contained, the entire indebtedness secured hereby remaining unpaid shall immediately become due and payable if the Mortgagee elects, and without notice of acceleration.
4. That power is hereby granted by the mortgagor to the Mortgagee, if default is made in the performance of any covenant herein, to the payment of said indebtedness, or any part thereof at the time and in the manner provided in said note, to grant, bargain, sell, release and convey, the premises with the appurtenances at public auction and to execute and deliver to the purchaser or purchaser at such sale deeds of conveyance, good and sufficient at law, pursuant to the statute in such case made and provided, and to execute and deliver all instruments to obtain all sums then due and payable under the terms of said note, and under the terms hereof, and to defend and charge of and sale and any attorney fee provided by statute, if the Mortgagee elects to proceed under the power of sale and if an attorney is employed, reasonable the surplus of the same, if any, there should be to the Mortgagee.
5. That sale of the premises hereby mortgaged, no forbearance on the part of the Mortgagee, and no extension of the time for the payment of the debt hereby secured, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability of the mortgagor in the full of this instrument be altered thereby. In the event of the sale or transfer by operation of law, or otherwise, of all or any part of said mortgaged premises, said Mortgagee is hereby authorized and empowered to deal with such vendor or transferee of said premises, or the debt secured hereby, in total reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liability or responsibility hereunder.

The covenants herein shall bind and the benefit and advantage, more to the respective heirs, assigns and successors of the parties.

This mortgage is subject, prior and subordinate to a certain mortgage given or to be given by Mortgagor to First Federal S & L Association of Des Plaines covering this property in the amount of \$ 50,000.00 notwithstanding the date of execution, discharge of funds or recording.

SICILIA HRAB, the Mortgagor hereby and justly affirms the above written.

IN THE PRESENCE OF  
Gloria A. Shurn  
GLORIA A. SHURN  
Margaret M. Lahti  
MARGARET M. LAHTI

\* Ronald R. Hrab (L.S.)  
RONALD R. HRAB  
\* Carol L. Hrab (L.S.)  
CAROL L. HRAB (L.S.)

STATE OF MICHIGAN  
County of BERKLEY  
1989 JUN 24 3:21

The foregoing instrument was acknowledged before me this 9th day of June, 19 89 by RONALD R. & CAROL L. HRAB, husband and wife,

Instrument Drafted By,  
Theresa J. Tate  
200 Renaissance Center  
Suite 2612  
Detroit, Michigan 48241  
(Blank lines completed by)

Margaret M. Lahti  
Margaret M. Lahti  
Notary Public, Berrien County, Michigan  
My Commission Expires March 17, 1992

Margaret M. Lahti of NBD F & M Bank, N.A.,  
400 Riverview Drive, P.O. Box 308  
Benton Harbor, Michigan 49022  
Telephone: (616) 926-8211

Margaret M. Lahti  
MDC 5277 REV 1-81

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