FORM No. 193 NOFFICIAL COPY 1 6 90630816

SECOND MORTGAGE (Illinois) For Use With Note Form No. 1647

(Above Space For Recorder's Use Only)

THIS INDENTURE, made	November 30,	i9 <u>90</u> , bets	CARY D.	ROSS and Ha	LISSA ROSS	
REIDI HORE	BACZ				ed to as "Mortgagers."	
berein referred to as "Mortgage THAT, WHEREAS, Co		i to the Mortgages	upon the installment	note of even date her	ewith, in the principal:	<b></b>
DOLLARS (5.6,724.43	), payable at the	rate of \$50	0.00 a month o	commencing Dec	ember 1, 1990	<del>žy.</del>
	TRIKKEREEN PRODUCE	Edition (Explication) and the con-	лин <i>ех хюму</i> й ра	yable skääkytäkki	k sarxananan	ĕK-
naximaximaxaximaximaximaximaximaximaximax	n de la composición del composición de la compos	ociosistimoposisti	empotest at the office	of the Mortgagee	at_yii_East_Si	
NOW. THEREFORE, if provisions and limitations of formed, and also in consider CONVEY and WARRANT custe, right, title and interest	he Mortgagors to secure the this mortgage, and the perforation of the sum of One Dolon: the Mortgagee, and the law ein, situate, lying and bein	mance of the cover ller in hand paid. Mortgagee's success g in the	the receipt whereof iters and assigns, the f	is hereby acknowled, following described R	ed, do by these press cal Estate and all of the	nis heir
Village of Wheelin	COUNTY	OFCoo	<u> </u>	AND STAT	e of illinois, 10 '	wjl:
- C + L - 370 - F	Fair Feadows Pla h West 1/4 of Se rincipal Meridia	ection i. Y	COMUSUID 45	linois.		£
Parmanant T	ax Number: 02-6	01-105-074		769898 18.3	BC166 1 2987 12/31/98 1	13   21   14   25   39   4
rezmanent i	ar number 02-0		000000	e e #9697 = H	*-90-650 *-8006568	3216
			906303	COOK COUN	NY RECORDER	
which, with the property here	instee described is referred t	to ben in as the "S	temises =			
TOGETHER with all in thereof for so long and durin, estate and not secondarily) at water, light, power, refrigeral screens, window shades, storid declared to be a part of said articles hereafter placed in the	nd all apparatut equipment o tion (whether single units or m doors and windows, floor real estate whether physicall	s may be chilled to r articles now c. no centrally cont olle coverings, inador y attached thereto	thereto (which are place to the teafter therein or the ci), and ventilation, beds, awnings, stoves or not, and it is ag	edged primarily and our con used to supply it including (without reasons water heaters. pred that all similar	on a parity with said recall gas, air conditionic estricting the foregoing: All of the foregoing: apparatus, equipment	cal sp. arc arc
TO HAVE AND TO HE	OLD the premises unto the M	lorigagee, and the	Many gee's successor	rs and assigns, forew	er, for the purposes, a	ond .
upon the uses herein set forth which said rights and benefits				stead Exemption Law	s of the State of Illino	Dés.
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				1,0		
This mortgage consists of	f two pages. The covenants	conditions and p	revisions appearing of	n page 2 (the cervis	e side of this mortgar	E6)
	ference and are a part hereof and seal of Mortgagors			a, men mens, success	Mas and anadim.	
PLEASE	Cong	D/Con	(Scs!)	Melon Ke	~	Scal)
PRINT OR TYPE NAMEIS)	CARY D.	ROSS	·	MELISSA ROSS	<u> </u>	
BELOW SIGNATURE(S)						
			(Seal)		(;	Scal)
State of Illinois, County of	Cook		I, the und	errighed, a Notary Po	blic in and for said Cou	nait.
			O HEREBY CERT			
OFFICIAL DE	C# A1 + 3		and Melissa R			
NEAL MEA	MALL	•	<del>-</del>	onS_ whose name S. of before me this day	in person, and acknow	44-
NOTARY PUBLIC, STRT	TUP ELINUS 3	that they siene	ed, scaled and deliver	ed the said instrument	as their	
MY COMMISSION E)		of the right of bo	or the uses and purpo medead.	oses therein set forth,	including the release	and.
	_	A		n	00	. **
Given under my hand and o	fficial scal, this		diy of	November	90	, 
Commission expires		19	then	et fills	Noters Po	es-c
	ent was prepared by		********		[	
	L MERIKALL Oross Pt. Rd.		ADDRESS OF PR 915 Bradle		ĺ	က
a Droit	A. III. 60077	,	Palatine,		§	Ĕ
NAME Joh	n McClusky			DRESS IS FOR STATE	RICYT C	တ္တ
MAIL TO: ADDRESS 800	Poosevelt Pd., Eld	g. A	PURPOSES ONLY A MORTGAGE SEND SUBSEQUEN		STICAL OCCUPANT	9063081
CITY AND GI	en Ellyn, IL 60137	ODE			ABBUMUN .	116
OR RECORDER'S OF	FFICE BOX NG			[Name]	1三 劃	

THE COVENANTS, CONDITING NO PROVISIONS HEFEIRED TO IN PIGE (THE REVERSE SIDE OF THIS MORTGAGE):

- 1. Mortgagors chall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from tembanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mostgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mostgagors, or changing in any way the laws relating to the taxation of mostgages or debts secured by mostgages or the mostgage's interest in the property, or the manner of collection of taxes, so as to affect this mostgage or the debt secured hereby or the holder thereof, then and in any such event, the Mostgagors, upon demand by the Mostgagee, shall pay such taxes or assessments or reimburse the Mostgagee therefor; provided, however, that if in the opinion of counsel for the Mostgagee (a) it might be unlawful to require Mostgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by faw, then and in such event, the Mostgagee may elect, by notice in writing given to the Mostgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagor, and the Mortgagor's successors or assigns, against any liability occurred by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be growled in said note.
- 6. Mortgagors sh." In all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wir isto in under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing in same or to pay in full the indebtedness secured hereby, all in companies satisfactor; to the Mortgagee, under insurance policies pays on in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and that deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, M regagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in case of default increm, M's gagee may, out need not, make any payment of periorm any act hereinbefore required of Mortgagors in any form and manner deemed expedier; and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge commonies of settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said p. 4.5 or comments any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien her of, hall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right account of the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby only orized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office viriout inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lies or title or claim thereof.
- 9. Mortgagors shall pay each item of indebtedness lerein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due wiether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, the state of the sale all expenditures and expenses which may be paid or incurre 1 or or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charge; publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstract of title, title searches, and examinations, title insurance policies. Torrens certificates, and similar data and assurances with respect to title. Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be lad pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this pararizable mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereou at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probat, and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage, value might affect the premises or the security hereof. security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied it the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as a countined in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpoid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, with ut regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagor may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in the set of a sale and a deficiency, during the full statutery period of redemption, whether there be redemption or not, as well as during any further times where Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or either lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosute sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in following the provision being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release. There is a such as the payment of the security be released all persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon hampetage to all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagers and all persons claiming under or through Mortgagers, and the word "Mortgagers" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagers" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.
- 19. This is a second mortgage on the premises and the rights of the Mortgagee hereunder are subject and subordinate to the rights of the Mortgagee under the first mortgage.