

90167412

THIS INDENTURE WITNESSETH THAT, JAVIER T. PEREZ AND MARIA PEREZ, HIS WIFE, AS JOINT TENANTS AND THOMAS J. CANHAM AND MARTHA E. CANHAM, HIS WIFE

(hereinafter called the "Mortgagor"), of 1402 CYNTHIA LANE, HANOVER PARK, IL 60103 (No. and Street) (City) (State)

for valuable consideration the receipt of which is hereby acknowledged, CONVEY AND WARRANTS to FORD MOTOR CREDIT COMPANY, 1305 REMINGTON ROAD, SUITE J, SCHAUMBURG, IL 60173 (No. and Street) (City) (State)

(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:

Above Space For Recorder's Use Only

LOT 10 IN BLOCK 74 IN HANOVER HIGHLANDS UNIT 11, A SUBDIVISION IN THE NORTH 1/2 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1970 AS DOCUMENT 21162019, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1402 CYNTHIA LANE, HANOVER PARK, IL 60103 (hereinafter called the "Premises") PINE 07-30-110-010

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Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. Subject to the lien of ad valorem taxes for the current tax year and a mortgage in favor of EMPIRE OF AMER. REAL. CREDIT CORP. IN TRUST, nevertheless, for the purpose of assuring performance of the covenants and agreements herein. WHEREAS, The Mortgagor is justly indebted to Mortgagee in the amount of \$ 17,391.34 Dollars (hereinafter called the "Indebtedness" as evidenced by a promissory note of even date herewith (hereinafter called the "Note").

LOAN IS PAYABLE IN 60 INSTALLMENTS. FIRST PAYMENT OF \$422.00 IS DUE 5-16-1990. 59 REMAINING PAYMENTS OF \$422.00 EACH ARE DUE ON THE SAME DAY EACH SUCCEEDING MONTH. THE FINAL PAYMENT IS DUE 4-16-1995

DEPT-01 RECORDING \$13.25 T#9999 TRAN 2117 04/12/90 12:02:00 \$4974 ÷ G *-90-167412 COOK COUNTY RECORDER

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 left and remain with the said first mortgagee 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 so 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 or title 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 without 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 recoverable by foreclosure thereof, 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 EXPENDITURES and expenses (hereinafter called the "Expenses") incurred by the Mortgagee in connection with (a) 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 proceeding, including probate and bankruptcy proceedings, to 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 (c) preparations 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, stenographer's 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 abstracts of title, title searches and examinations and title insurance policies as the Mortgagee may deem reasonably necessary either to prosecute a suit of foreclosure or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or 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 Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor waives all right in 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: JAVIER T. PEREZ AND MARIA PEREZ, HIS WIFE, AS JOINT TENANTS AND THOMAS J. CANHAM AND MARTHA E. CANHAM, HIS WIFE

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

Witness the hand and seal of the Mortgagor this 11th day of April, 1990.

JAVIER T. PEREZ (Signature)

THOMAS J. CANHAM (SEAL) (Signature)

Please print or type name(s) below signature(s)

MARIA PEREZ (Signature)

MARTHA E. CANHAM (SEAL) (Signature)

This instrument was prepared by D. Coleman, 1305 Remington Road, Suite J, Schaumburg, IL 60173 (NAME AND ADDRESS)

60108618 EQUITY TITLE COMPANY

90167412

13 MAIL

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 JAVIER T. PEREZ, MARIA PEREZ, THOMAS J. CANHAM AND MARTHA E. CANHAM

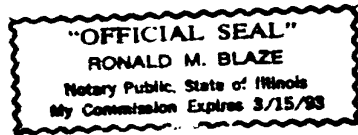
personally known to me to be the same person^s whose name^s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 11th day of April, 1990.

(Impress Seal Here)

Ronald M. Blaze
Notary Public

Commission Expires March 15, 1993



90167412

Property of Cook County Clerk's Office

BOX No.

SECOND MORTGAGE

TO

MAIL TO

PREPARED BY AND MAIL TO:

FORD MOTOR CREDIT CO.
1305 REMINGTON ROAD
SUITE J
SCHAUMBURG, IL 60173