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90169367

SECOND MORTGAGE

STATE OF ILLINOIS, Cook County, ss.

Filed and Recordedat.....o'clock....M.

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LA SALLE NATIONAL BANK, as Successor Trustee u/t#24-4476-00

THIS INDENTURE WITNESSETH, THAT THE MORTGAGOR, GEORGE SAVVAKIS, of the City of Lincolnwood, County of Cook and State of Illinois, Mortgage and Warrant to PHYLLIS SAVVAKIS to secure payment of TWO HUNDRED FORTY EIGHT THOUSAND, FOUR HUNDRED AND 00/100'S DOLLARS (\$248,400.00) and payable as follows, to-wit:

The sum of Three Thousand and 00/100's Dollars (\$3,000.00) on the 1st day of March, 1990 and Three Thousand and 00/100's Dollars on the 1st day of each and every month thereafter to and including the 1st day of February, 1993, at which time the sum of Three Thousand, Nine Hundred and 00/100's Dollars (\$3,900.00) on the 1st day of each and every month thereafter to and including the 1st day of February, 1996, according to the tenor and effect of a certain promissory note of even date herewith payable to the order of said Mortgagee and signed by said Mortgagee

90169367

ALL OF THE FOLLOWING DESCRIBED REAL ESTATE, to-wit:

SEE ATTACHED LEGAL including the rents and profits arising or to arise from said real estate from default until the time to redeem from any sale under decree of foreclosure hereof shall expire, situated in the County of Cook and State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption

REC'D RECORDING \$17.25
TRAN 2355 04/16/90 11:13:00
#5612 F *-90-169367
COOK COUNTY RECORDER

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[Signature]

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Laws of the State of Illinois, and all right to retain possession of said premises after any default in or breach of any covenants, agreements, or provisions herein contained.

And It Is Further Provided and Agreed That if default be made in the payment of said promissory note (or any of them) or any part thereof, when due, or in case of waste or non-payment of taxes or assessments, or neglect to procure or renew insurance, as hereinafter provided, then and in such case, the whole of said principal and interest secured by the said note in this mortgage mentioned shall thereupon at the option of the holder of said note become immediately due and payable; anything herein or in said promissory note contained to the contrary notwithstanding and this mortgage may, without notice to said mortgagor of said option or election, be immediately foreclosed; and it shall be lawful for said Mortgagee, his agents or attorneys, to enter into and upon said premises and to receive all rents, issues and profits thereof, the same when collected, after the deduction of reasonable expense, to be applied upon the indebtedness secured hereby and the court wherein any such suit is pending may appoint a Receiver to collect said rents, issues and profits, to be applied to the interest accruing after foreclosure sale, the taxes and the amount found due by such decree.

And the Said Mortgagor Further Covenants and Agrees To and with the said Mortgagee that they will in the meantime pay all taxes and assessments on the said premises, and will as a further security for the payment of said indebtedness keep all buildings

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that may at any time be upon said premises insured in some reliable company, up to the insurable value thereof, or up to the amount remaining unpaid of the said indebtedness by suitable policies payable in the case of loss to the said Mortgagee and to deliver to him all policies of insurance thereon, as soon as effected, and all renewal certificates therefore; and the said Mortgagee shall have the right to collect, receive and receipt, in the name of the said Mortgagor or otherwise; for any and all money that may become payable and collectable upon any such policies of insurance by reason of damage to or destruction of said buildings or any of them, and apply the same less his reasonable expenses in obtaining such money in satisfaction of the money secured hereby or in case said Mortgagee shall so elect, may use the same in repairing or rebuilding such building and in case of refusal or neglect of said Mortgagor thus to insure or deliver such policies, or to pay taxes, said Mortgagee may procure such insurance or pay such taxes, and all monies thus paid shall be secured hereby, and shall bear interest at 12% per cent and be paid out of the proceeds of the sale of said premises, or out of such insurance money if not otherwise paid by said Mortgagor.

And It Is Further Expressly Agreed By and Between Said Mortgagor and Mortgagee, That if default be made in the payment of said promissory note or in any of them or any part thereof, when due, or in case of a breach in any of the covenants, or agreements herein contained, or in case said Mortgagor is made a


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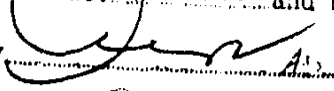
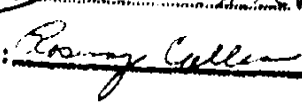
party to any suit by reason of the existence of this mortgage, then or in any such cases, said Mortgagee shall at once owe said Mortgagee reasonable attorney's or solicitor's fees for protecting his interest in such suit and for the collection of the amount due and secured by this mortgage, whether by foreclosure proceedings or otherwise, and a lien is hereby given upon said premises for such fees, and in case of foreclosure hereof, a decree shall be entered for such reasonable fees, together with whatever other indebtedness may be due and secured hereby.

And It Is Further Mutually Understood and Agreed, By and between the parties hereto, that the covenants, agreements and provisions herein contained shall apply to, and, as far as the law allows, be binding upon and be for the benefit of the heirs, executors, administrators and assigns of said parties respectively.

In Witness Whereof The said Mortgagee has hereunto set his hand and seal this 5th day of Feb. A.D. 1989.


 (SEAL)
 GEORGE SAVVAKIS

Witness my hand and seal this 5th day of Feb. 1989.

LA SALLE NATIONAL BANK ^{Successor} as Trustee under
 Trust No. 24-247600 and not personally
 By:  Vice President
 Attest:  Assistant Secretary

901000007

Trustee's Exoneration Rider Attach

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED February 5, 1990 UNDER TRUST NO. 24-4476-00

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust No. 24-4476-00 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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Not Hereby

Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, HARRIET

County in the state afores
Assistant Vice President o
Assistant Secretary of sai
whose names are subscribed
President and Assistant Se
person and acknowledged th
own free and voluntary act
the uses and purposes ther
then and there acknowledge
Bank, did affix said corpo
and voluntary act, and as
and purposes therein set f

GIVEN under my hand and No
A.D. 19 1902

My Commission Expires:

Property of Cook County Clerk's Office

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City or Village

LEGAL DESCRIPTION: Sec. 33 Twp. 41 Range 13
(Use additional sheet, if necessary)

Lot Fourteen (14) Block Two (2) the South 14 feet of the West 28 feet of Lot Seventeen (17) Block Two (2) in North Edgebrook, being a Subdivision of part of the Southwest Fractional Quarter (1/4) of Section 33, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof filed in the Office of the Registrar of Titles of said County on January 31, 1931 as Document No. 534354

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REGISTER A (1/1)

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Property of Cook County Clerk's Office

Notarized

LYNN A. COHEN #71183
DeMan & Hurwitz
4709 West Golf Road, Suite 1010
Skokie, IL 60076
(708) 674-3000