

UNOFFICIAL COPY

FIRST
SECOND MORTGAGE (ILLINOIS)

90204677

THIS INSTRUMENT WITNESSETH THAT
FRANK S. ROMANSKI AND SHIRLEY V. ROMANSKI, HIS WIFE.

(hereinafter called the "Mortgagor") of
5721 S. PARKSIDE, CHICAGO, ILLINOIS 60635
(No and Street) (City) (State)

for valuable consideration the receipt of which is hereby acknowledged, CONVEY
AND WARRANT to FORD MOTOR CREDIT COMPANY of
10735 S. CICERO AVE., OAK LAWN, ILLINOIS 60453
(No and Street) (City) (State)

DEPT-91 RECORDING \$13.25
#2222 TRAM 4760 05/05/90 12:36:00
#1862 # * - 90 - 204677
COOK COUNTY RECORDER
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:

THE NORTH QUARTER OF LOT 29 IN BLOCK 73 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, A SUBDIVISION IN ALL THAT PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND WEST OF RIGHT OF WAY OF ILLINOIS HARBOR BELT RAILROAD (EXCEPT THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 17, ALSO THAT PART OF THE NORTH THREE QUARTERS OF THE EAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, LYING EAST OF SAID RIGHT OF WAY OF ILLINOIS HARBOR BELT RAILROAD) IN COOK COUNTY, ILLINOIS.

PIN == 19-17-223-003
(hereinafter called the "Premises") ALSO KNOW AS: 5721 S. PARKSIDE, CHICAGO, IL. 60635

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 all ad valorem taxes for the current tax year and a mortgage in favor of NONE of none, to state:

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

WHEREAS, The Mortgagor is justly indebted in Mortgage in the amount of 29,435.38 Dollars (hereinafter called the "Indebtedness") as evidenced by a promissory note of even date herewith (hereinafter called the "Note")

THIS LOAN IS PAYABLE IN 180 INSTALLMENTS. THE FIRST PAYMENT OF \$402.00 IS DUE 6/2/90. 179 REMAINING PAYMENTS OF \$402.00 EACH ARE DUE ON THE SAME DAY OF EACH SUCCEEDING MONTH. THE FINAL PAYMENT IS DUE 5/2/2005.

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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 and improvements on the Premises that may have been destroyed or damaged; (4) That waste on 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 such 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 other 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 file affecting the Premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Mortgagee 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 in 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 accrued interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and the 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 was then matured by express terms.

ALL EXPENSES, REASONS 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 each right to foreclosure, whether or not actually commenced, (b) any proceedings, including probate and bankruptcy proceedings, to which either Mortgagee or Mortgagee shall be a party either as plaintiff, claimant or defendant, by reason of this Second Mortgage or the Indebtedness hereby secured, or for 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 in 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 or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to 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 Mortgagee 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 Mortgagee, or to any party claiming under the Mortgagee, appoint a receiver to take possession and charge of the Premises with power to collect the rents, issues and profits of the Premises.

The name of a record owner is FRANK S. ROMANSKI AND SHIRLEY V. ROMANSKI

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 27th day of APRIL, 1990

Frank S. Romanski (SEAL)
FRANK S. ROMANSKI
Shirley V. Romanski (SEAL)
SHIRLEY V. ROMANSKI

Please print or type names below signature(s)

This instrument was prepared by MARIA MCINTOSH, 100 N. LAMAR ST., CHICAGO, IL. 60602
(NAME AND ADDRESS)

EQUITY TITLE COMPANY CC108154

90204677

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK S. ROMANSKI AND SHIRLEY V. ROMANSKI,
HIS WIFE

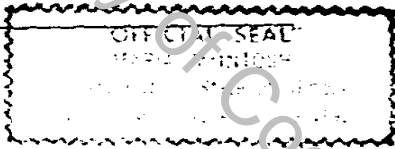
personally known to me to be the same person^s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including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

Given under my hand and official seal this 27th day of APRIL, 1990.

(Impress Seal Here)

Maria M. Gantosh
Notary Public

Commission Expires



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BOX No. 90200077

FIRST
SURRENDER MORTGAGE

TO

MAILED TO

FORD MOTOR CREDIT CO.
10735 S. CICERO
OAK LAWN IL. 60453