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COOK COUNTY RECORDS
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1990 JUL 15 PM 2:34

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SECOND MORTGAGE

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This Second Mortgage (the "Mortgage") made as of June 26, 1990, by Nancy K. Jones, a single woman, a resident of Chicago, Illinois (the "Mortgagor") to National City Bank (the "Second Mortgagee").

\$16.00

W I T N E S S E T H :

WHEREAS, Mortgagor has executed and delivered to Second Mortgagee a promissory note (the "Note") of even date herewith, payable to the order of Second Mortgagee in the principal sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) bearing interest and shall be payable as set forth in the Note; and

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WHEREAS Mortgagor has heretofore executed and delivered to Household Bank, F.S.B. Federal Savings Bank that certain promissory note dated July 11, 1990, payable to the order of Household Bank, F.S.B. Federal Savings Bank (the "First Mortgage") in the principal sum of ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00) secured by a mortgage dated July 11, 1990 encumbering the Premises (as hereinafter defined) and recorded on July 12, 1990 as document number 90335656 (the "First Mortgage").

NOW, THEREFORE, to secure the payment of the principal indebtedness under the Note and interest and premiums, if any, on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor and effect, and to secure the payment of all other sums which may be at any time due and owing or required to be paid under the Note or this Second Mortgage and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor does hereby GRANT, REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Second Mortgagee, its successors and assigns, forever, subject to the rights of the First Mortgagee, the real estate legally described on Exhibit A attached hereto and made a part hereof, together 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 (collectively the "Premises") situated in the County of Cook and State of Illinois.

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This instrument was prepared by and after recording, return to:
Ellyn C. Stone, Esq.
Jones, Day, Reavis & Pogue
225 W. Washington, Suite 2600
Chicago, Illinois 60606

Address of Premises:
2500 North Lakeview
Unit 1803
Chicago, Illinois 60614

P.I.N. No.
14-28-320-030-1083

Box 333

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TO HAVE AND TO HOLD the Premises, unto the Second Mortgagee, its successors and assigns forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of a default under the Note or this Second Mortgage (subject to the rights of the First Mortgagee), the Mortgagor HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay in full when due the indebtedness secured by this Second Mortgage and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Note provided to be performed and observed by the Mortgagor, then this Mortgage and the estate, right and interest of the Second Mortgagee in the Premises shall cease and become void and have no effect, but unless and until Mortgagor shall so pay in full the indebtedness secured by the Second Mortgage and so perform and observe all of said terms, provisions, covenants and agreements, this Second Mortgage and the estate, right and interest of Second Mortgagee in the Premises shall remain in full force and effect.

The Mortgagor covenants and agrees as follows:

1. To pay the indebtedness secured by this Second Mortgage and the interest thereon as in the Note provided;
2. To pay when due each year all taxes and assessments against the Premises, and on demand to exhibit receipts therefor;
3. Within six (6) months after destruction and demand, to rebuild or restore the Premises that may have been destroyed or damaged;
4. Not to commit any waste to the Premises;
5. To keep the Premises insured by companies to be approved by the Second Mortgagee, with the loss payee clause payable first, to the First Mortgagee and second to the Second Mortgagee as their respective interests may appear. Mortgagor shall provide Second Mortgagee with the certificate of insurance, such certificate shall be left and remain with the Second Mortgagee until the indebtedness secured by the Second Mortgage is fully paid;
6. To pay all prior encumbrances and the interest thereon at the time or times when the same shall become due

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and payable, and to fully and promptly perform all obligations to be performed by Mortgagor under the First Mortgage.

In the event of failure to so insure or pay taxes or assessments, or the prior encumbrances or the interest thereon when due, or of failure to so perform any obligation of Mortgagor contained in the First Mortgage, the Second Mortgagee may procure such insurance or pay such taxes or assessments or discharge or purchase any tax lien or title affecting said Premises or pay all prior encumbrances or the interest thereon from time to time or perform any such obligation and Mortgagor hereby agrees that all money so paid, or expenses incurred in such performance, shall be repaid to Mortgagee by Mortgagor immediately without demand, with interest thereon from the date of payment at the default rate as stated in the Note, if any, and if none, then at the interest rate as stated in the Note. If such monies and/or expenses are not immediately repaid, they shall become additional indebtedness, together with interest thereon, secured by the Second Mortgage.

In the event of a breach of the aforesaid covenant or agreements, the whole of the indebtedness secured by this Second Mortgage, including principal and all earned interest, shall at the option of the legal holder hereof, without notice, become immediately due and payable, with interest thereon from the time of such breach at the default rate as stated in the Note, if any, and if none, then at the interest rate stated in the Note, and shall be recoverable by foreclosure hereof or by suit at law, or both.

It is agreed by the Mortgagor that all expenses and disbursements paid or incurred on behalf of the Second Mortgagee in connection with the foreclosure hereof, including reasonable attorneys' fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstracts showing the title of the Premises proving foreclosure decree, shall be paid by the Mortgagor. All such expenses and disbursements shall be an additional lien upon the Premises, shall be taxed as costs and shall be included in any decree that may be rendered in such foreclosure proceeding; which proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorneys' fees, shall have been paid. The Mortgagor, for the Mortgagor, and for the heir's, executors and administrators and assigns of the Mortgagor waives all rights to possession of, and income from, the Premises pending such foreclosure proceedings, and agrees that upon filing of any complaints 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,

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appoint or receive or take possession or charge of said Premises with power to collect the rent, issues and profits of said Premises, subject to the rights of the First Mortgagee.

To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever, claim or take advantage of any stay, exemption or extension law or any so called "Moratorium Law" now or at any time hereafter in force, and Mortgagor hereby expressly waives any and all right of redemption prior to, or from, sale under any order or decree of foreclosure of this Second Mortgage, on its behalf, and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor.

THIS SECOND MORTGAGE IS SUBJECT TO THE FIRST MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has caused this Second Mortgage to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

Nancy K. Jones
Nancy K. Jones

STATE OF ILLINOIS)
) ss
COUNTY OF C O O K)

I, Shannon C. Tuttle, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy K. Jones, a single woman, personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

90340150

Given under my hand and official seal this 20th day of June, 1990.

Shannon C. Tuttle
Notary Public

Commission expires 12/29/93

" OFFICIAL SEAL "
SHANNON C. TUTTLE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/29/93

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

UNIT NO. 1803-"C" AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREIN REFERRED TO AS PARCEL):

PARCEL 1:

THE EAST 40 FEET OF LOT 13 IN THE SUBDIVISION OF PART OF OUT LOT "B" IN WRIGHTWOOD, SAID WRIGHTWOOD BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

LOTS 3, 4 AND 5 IN THE RESUBDIVISION OF LOTS 1 TO 9 INCLUSIVE (EXCEPT THE EASTERLY 3 FEET THEREOF AND SAID LOT 9) AND LOTS 14, 15 AND 16 (EXCEPT THE WESTERLY 10 FEET OF SAID LOT 14) ALL IN GOUDY AND GOODWILLIE'S SUBDIVISION OF LOTS 2, 3 AND 4 IN ASSESSOR'S DIVISION OF OUT LOT "B" OF WRIGHTWOOD, A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

THE EAST 1/2 OF LOT 12 AND ALL OF LOT 13 AND THE WEST 10 FEET OF LOT 14 IN GOUDY AND GOODWILLIE'S SUBDIVISION OF LOTS 2, 3 AND 4 IN ASSESSOR'S DIVISION OF OUT LOT "B" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 4:

LOT 14 (EXCEPT THAT PART TAKEN FOR LAKEVIEW AVENUE) IN THE SUBDIVISION OF PART OF OUT LOT "B" IN WRIGHTWOOD OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 14 OF PLATS PAGE 79 AS DOCUMENT DOCUMENT NUMBER 237247 IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO DECLARATION OF CONDOMINIUM MADE BY NATIONAL BOULEVARD BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1972 AND KNOWN AS TRUST NUMBER 4207 AND NOT INDIVIDUALLY RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22817643; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

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