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This instrument was prepared by Chris Robinson
The First National Bank of Elgin
(Name)
6 Fountain Square Plaza, Elgin, IL
(Address) 60120

2ND

MORTGAGE

91034476

Various trust receipts provided under the terms and conditions of the Power of Attorney and Loan Agreement

THIS MORTGAGE is made this 21st day of December 1990 between the Mortgagor, John S. Groh and Arlis J. Groh (herein "Borrower"), and the Mortgagee, The First National Bank of Elgin, a corporation organized and existing under the laws of the United States of America whose address is 6 Fountain Square Plaza, Elgin, Illinois 60120 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 250,000.00 which indebtedness is evidenced by ~~BOOK 103101~~ dated December 21, 1990 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 1, 1992;

To SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

This Second Mortgage is also security for a mortgage note dated December 21, 1990 and maturing January 1, 1992 by and between the lender and John S. Groh and Arlis J. Groh in the amount of \$503,580.00 and any renewals, extensions and modifications thereof. An event of default under either obligation shall represent a default under the other.

Part of the North East quarter of Section 17, Township 41 North, Range 9 East of the Third principal Meridian described as follows: Commencing at the Southwest corner of lot 3 of County Clerk's Subdivision of lands, the plat of which was recorded as document no. 2227308 thence Westerly on an extension of the South line of said Lot 3, 310 feet for a point of beginning thence continuing Westerly on the last described course 310 feet thence Northerly parallel with the West line of said Lot 3, 711.2 feet to a point in South line of Lot 4 of (SEE REMAINDER OF FIRST LEGAL AND ENTIRE SECOND LEGAL ATTACHED)

DEPT-01 RECORDING \$15.00
T#8888 TRAN 5342 01/23/91 11:58:00
#4902 # H * -91-034476
COOK COUNTY RECORDER

91034476

which has the address of Route 1, Box 527 Elgin Illinois 60120 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands subject to encumbrances of record.

ILLINOIS SECOND MORTGAGE - 1/80 FNMA/FHLMC UNIFORM INSTRUMENT

Handwritten initials and date: A 15/00/E

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account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

X *John S. Groh* - Borrower
 JOHN S. GROH
 X *Arlis J. Groh* - Borrower
 ARLIS J. GROH

STATE OF ILLINOIS, Kane County ss:

I, a Notary Public in and for said county and state, do hereby certify that John S. Groh and Arlis J. Groh personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he y. signed and delivered the said instrument as free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of December 1990

My Commission expires:



..... Notary Public

91034476

(Space Below This Line Reserved For Lender and Recorder)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

First National Bank of Elgin

6 Fountain Square Plaza Elgin, Illinois 60120 312/697-1100



John S. Groh: Route 1 Box 131B, Elgin, IL 60120
Legal Descriptions Continued
June, 1987
Page 2

said County Clerk's Subdivision of lands thence Easterly along said South line of Lot 4, 310 feet thence Southerly parallel with the said West line of Lot 3, 709 feet to the point of beginning in Cook County, Illinois.

SECOND LEGAL:

Parcel 1: That part of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center line of said Section; thence East along the center line of said Section 28, a distance of 1197.24 feet for a point of beginning; thence North 14 degrees 30 minutes East, 310.63 feet to the center line of United State Route 20; thence South 64 degrees 53 minutes East along said center line, 471.8 feet to a point of curve; thence continuing along said center line, being a curve to the Left, a distance of 91.8 feet; thence South 00 degrees 14 minutes East, 278.06 feet; thence North 76 degrees 41 minutes West, 601.78 feet; thence Northerly parallel with the West line of said South East 1/4, a distance of 73.90 feet to the point of beginning, being situated in Hanover Township, in Cook County, Illinois, but excluding that part of the East 1/2 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center line of said Section 28; thence Easterly along the North line of the South East 1/4 of said Section 28, a distance of 1197.24 feet for the place of beginning; thence North 14 degrees 30 minutes East, a distance of 310.63 feet to a point on the center line of United State Route 20; thence South 64 degrees 49 minutes East along said center line, a distance of 81.55 feet; thence South 14 degrees 00 minutes West, a distance of 285.50 feet; thence South 0 degrees 43 minutes West, a distance of 82.48 feet; thence North 76 degrees 41 minutes West, a distance of 81.98 feet; thence North 0 degrees 43 minutes East, a distance of 73.90 feet to the place of beginning, being situated in Hanover Township, in Cook County, Illinois.

Parcel 2: That part of the East 1/2 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 28; thence Easterly along the North line of the South East 1/4 of said Section 28, a distance of 1197.24 feet; thence South 0 degrees 43 minutes West, a distance of 73.90 feet thence South 76 degrees 41 minutes East, a distance of 81.98 feet for the place of beginning; thence continuing South 76 degrees 41 minutes East along the last described course, a distance of 519.80 feet; thence South 0 degrees 14 minutes East, a distance of 375.79 feet; thence North 85 degrees 20 minutes West, a distance of 514.60 feet; thence North 0 degrees 43 minutes East, a distance of 454.01 feet to the place of beginning, being situated in Hanover Township, in Cook County, Illinois.

Member FDIC/Federal Reserve System

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