

BOX 327

UNOFFICIAL COPY

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AMERICAN NATIONAL BANK OF LANSING
3115 Ridge Road
Lansing, Illinois 60438

SECOND MORTGAGE

THIS INDENTURE, made April 8, 1991, between

American National Bank of Lansing as Trustee under Trust Agreement dated May 8, 1990
and known as Trust No. 2040-846 814 Sterling Avenue, Flossmoor, IL 60422
(No and Street) (City) (State)

herein referred to as "Mortgagors," and AMERICAN NATIONAL BANK OF LANSING, 3115 Ridge Road, Lansing Illinois 60438, hereinafter referred to as "Mortgagee," witnesseth
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the note of even date herewith, in the principal sum of Fifty Five Thousand Five Hundred Fifty and 00/100 Dollars (\$ 55,550.00) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay as follows ** and \$53,030.30

All of said principal and interest are made payable at such place as the holders of the note may from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee at the address designated above

NOW THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and

assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the
Village of Flossmoor, COUNTY OF Cook AND STATE OF ILLINOIS, to wit

Lot 3 in Block 12 in the subdivision of 54.55 acres in the Southeast 1/4 of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded March 11, 1912, as document 4926872, in Cook County, Illinois.

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which, with the property, hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s) 31-01-409-013
Address(es) of Real Estate 814 Sterling Avenue, Flossmoor, IL 60422

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive

1 Mortgagors shall (1) within 60 days after destruction or damage to, repair, restore or rebuild any buildings or improvements, now or hereafter on the premises, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, unless otherwise approved by Mortgagee, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof which this Mortgagee has not preapproved, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2 Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assignments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax assessment which Mortgagors may desire to contest

3 In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect by notice in writing given to the Mortgagors, to declare all the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice

4 If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby

5 Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby and all prior incumbrances, all in companies satisfactory to the first Mortgagee and this Mortgagee under insurance policies payable in case of loss or damage, first, to the first Mortgagee, and second to the Mortgagee herein as their interest may appear, and shall deliver all policies including additional and renewal policies, to the Mortgagee, and in the case of insurance about to expire, shall deliver renewed policies not less than ten (10) days prior to the respective dates of expiration

6 In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of percent per annum from the date of payment. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors

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7. The Mortgagee making any payment... shall be bound by any statement or estimate procured from the appraiser...

8. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof...

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof...

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First on account of all costs and expenses incident to the foreclosure proceedings...

11. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises...

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

13. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes, assessments and insurance on the premises.

15. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor or interested in said premises, shall be held to such extension, variation or release...

16. Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

17. The Mortgagor hereby consents and agrees that if the Mortgagor herein or any part of his successors in title shall transfer or convey the mortgaged premises, or any part thereof, during the life of this mortgage without first obtaining the written consent of the Mortgagee...

18. This mortgage and all provisions hereof shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof...

Witness the hand and seal of Mortgagors the day and year first above written.

American National Bank of Lansing as Trustee under Trust Agreement dated 5-28-90 and known as Trust No. 2040-846

See attached rider for trustee, esculatory language, alterations and signatures made a part hereof.

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State of Illinois, County of ... ss I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as 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 ... day of ... 19...

Notary Public

This instrument was prepared by (Name and Address)

Maid this instrument to (Name and Address)

OR RECORDER'S OFFICE BOX NO

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dated: 4/4/91 in the amount of \$ 5,000.00 is executed by the AMERICAN NATIONAL BANK OF LANSING, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said AMERICAN NATIONAL BANK OF LANSING, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on the said AMERICAN NATIONAL BANK OF LANSING personally to pay the 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 expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder and that so far as the First Party and its successors and said AMERICAN NATIONAL BANK OF LANSING personally are concerned, the legal holder or holders of said instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of any lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS THEREOF, AMERICAN NATIONAL BANK OF LANSING, not personally but as Trustee aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its H.R. Pers. Banking Officer this 4th day of April 1991

AMERICAN NATIONAL BANK OF LANSING, Lansing, Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated 5/8/90 and known as Trust No. 2040-846

B: Jerome M. Gardberg/V.P. Trust Officer

ATTEST:

Bonnie Cable

Bonnie Cable, H.R. Pers. Banking Officer STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jerome M. Gardberg, of the AMERICAN NATIONAL BANK OF LANSING, a corporation of Illinois, and Bonnie Cable, of said corporation of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and H.R. Pers. Banking Officer respectfully, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth; and the said Bonnie Cable did also then and there acknowledge that he, as custodian of the corporate seal of said corporation of Illinois, did affix the said corporate seal of said corporation of Illinois to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation of Illinois, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of April 1991

OFFICIAL SEAL Loretta M. Saulter Notary Public, State of Illinois My Commission Expires 11-19-94

Loretta M. Saulter Notary Public