

SECOND MORTGAGE

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A 9966029D

THIS INDENTURE WITNESSETH, that E. Taylor and Judith E. Harmon (hereinafter referred to as the "Grantor"), of 200 West Beech Drive, Schaumburg, Illinois 60193, for land in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to EVANGELICAL LUTHERAN CHURCH IN AMERICA of 8765 West Higgins Road, Chicago, Illinois, 60631 (hereinafter referred to as "Grantee"), 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:

Lot 388 in Timbercrest Woods Unit 6-A, being a subdivision of the South West 1/4 of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number (s): 07-22-307-026  
Address of premises: 200 West Beech Drive, Schaumburg, Illinois 60193

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WHEREAS, The Grantor is justly indebted upon a principal promissory note (the "Note") bearing even date herewith, payable as follows: \$82.00 on the 1st day of May, 1990, and \$117.00 on the first day of each and every month thereafter, to and including the 1st day of April, 2000, unless sooner terminated in accordance with the terms herein and pursuant to the terms of the Note.

It is expressly understood and agreed by the parties that this Mortgage is a second mortgage and is subordinated to the first mortgage of Sears Mortgage Corporation, 300 Knightsbridge Parkway #500, Lincolnshire, Illinois (60069), in the sum of \$119,600, dated June 13, 1988 and recorded on June 14, 1988 as Document Number 88256801 in the Recorder's Office of Cook County (the holder of such first mortgage is hereinafter referred to as the "First Mortgagee").

The Grantor covenants and agrees as follows: (1) To pay the indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay when due in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the Grantee, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first to the First Mortgagee, and second, to the Grantee herein as their respective interests may appear, which policies shall be left and remain with the First Mortgagee until the indebtedness is fully paid; (6) to pay all prior 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 Grantee or the holder of said indebtedness, 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 incumbrances and the interest thereon from time to time; and all money so paid, and the same with interest thereon from the date of payment at twelve per cent (12%) per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at twelve (12) percent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then mature by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof-- including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree--shall be paid by the Grantor; and the lik

sure proceedings; which proceeding, 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, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from said 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 one and

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without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises  
The name of a record owner is: **E. Taylor and Judith E. Harmon**

E. Taylor Harmon  
E. Taylor Harmon

Judith E. Harmon  
Judith E. Harmon

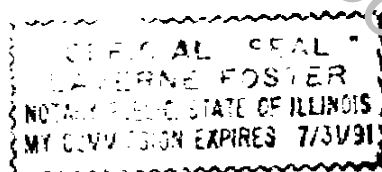
This instrument was prepared by D. Albert Daspin, Winston & Strawn, One First National Plaza, Suite 5000, Chicago, Illinois 60603.

STATE OF ILLINOIS

COUNTY OF COOK

I, Laverne Foster, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that E. Taylor and Judith E. Harmon 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 Rafael Malpica 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 6<sup>th</sup> day of April, 1990.



Laverne Foster  
Notary Public

Commission Expires \_\_\_\_\_

When recorded return to:  
Evangelical Lutheran Church in America  
Office of the Treasurer  
8765 W. Higgins Road  
Chicago, IL 60631

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