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#2990 # *-93-055651
COOK COUNTY RECORDER

SECOND MORTGAGE

THIS INDENTURE, WITNESSETH, That WILLIAM S. ACUFF and JANET R. ACUFF, his wife, (hereinafter collectively called the "Mortgagor"), of the County of Cook and State of Illinois, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars in hand paid, CONVEY AND WARRANT to ALFRED C. ACUFF, (hereinafter called the "Mortgagee"), for the purpose of securing performance of the covenants and agreements herein, the real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures and everying appurtenant thereto, together with all rents, issues and profits of said premises, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois, for the purpose of securing performance of the covenants and agreements herein and the real estate situated in Northbrook, Illinois and fully described as follows:

Lot 7 in Block 5, in White Plains Unit 8, being a Subdivision in the Southwest Quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

Permanent Index Number: 04-08-303-015-0000 Vol. 131

Common Address: 1441 Little Moose Lane, Northbrook, Illinois 60062

WHEREAS, THE MORTGAGOR is justly indebted upon a promissory note bearing even date herewith, payable to Mortgagee, providing for an original principal indebtedness of Thirty Five Thousand Five Hundred Dollars ($35,500.00) with interest being charged at the rate of Eight and One-Half Percent (8 1/2%) per annum on the balance thereof which remains from time to time unpaid and payable

In sixty (60) equal and consecutive monthly installments of Seven Hundred Twenty Eight and 34/100 Dollars ($728.34) with the first and last such payments being due and payable on execution hereof with subsequent monthly payments being due and payable on the twenty-first (21st) day of February, 1993 and on the twenty-first (21st) day of each month thereafter until paid in full.

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THE MORTGAGOR covenants and agrees as follows: (a) to pay said indebtedness as herein and in said note provided; (b) to pay before they become delinquent, all taxes and assessments against said premises, and, on demand, to exhibit receipts therefor; (c) within a reasonable time after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (d) that waste to said premises shall not be committed or suffered; (e) to keep all buildings now or at any time on said premises insured by reputable companies with loss clause attached payable to Mortgagee herein after provision for the first mortgage lender.

IN THE EVENT of failure so to pay taxes or assessments, the Mortgagee or the holder of said indebtedness may, following fifteen (15) days written notice to Mortgagor, pay such taxes or assessments, and all money so paid the Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at fourteen percent (14%) per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements which is not cured by Mortgagor within fifteen (15) days of the receipt of written notice thereof, the whole of said indebtedness, shall, at the option of the legal holder thereof, without further notice, become immediately due and payable, and with interest thereon from time of such breach at fourteen percent (14%) 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 matured by express terms.

IN THE EVENT that the title to or any interest in the premises be conveyed, assigned or in any manner transferred at any time prior to the payment in full of the indebtedness secured by this Mortgage without the prior written consent of Mortgagee, the entire unpaid principal balance of such indebtedness together with any accrued and unpaid interest shall at the election of Mortgagee or the holder of this mortgage become immediately due and payable upon fifteen (15) days written notice to Mortgagor.

IT IS AGREED by the Mortgagor that all reasonable 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 Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by Mortgagor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure 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 attorney's fees, have been paid.

WITNESS the hand and seal of the Mortgagor this 21st day of December, 1992.

William S. Acuff
WILLIAM S. ACUFF

Janet R. Acuff
JANET R. ACUFF

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM S. ACUFF and JANET R. ACUFF, his wife, personally known to me to be the same persons whose names 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.

Given under my hand and notarial seal this 21st day of December, 1992.

James J. Wochner
NOTARY PUBLIC

"OFFICIAL SEAL"
JAMES J. WOCHNER
Notary Public, State of Illinois
My Commission Expires 7/18/94

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This instrument prepared by
and mail to:

James J. Wochner, Esq.
1240 Meadow Rd., Suite 205
Northbrook, IL 60062