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SECOND
MORTGAGE

THIS INDENTURE, made FEBRUARY 16, 1993,
between LINDA WOLFE, SINGLE NEVER MARRIED

(hereinafter, collectively, "MORTGAGOR") and THE IMMANUEL
CHURCH OF THE NEW JERUSALEM, an Illinois religious
corporation with offices at 74 PARK DRIVE, GLENVIEW,
ILLINOIS 60025 (hereinafter, "MORTGAGEE"), WITNESSETH:

WHEREAS, the MORTGAGOR is justly indebted to the
MORTGAGEE, as evidenced by a Promissory Note of even date
herewith, in the principal amount of THIRTY FOUR THOUSAND
EIGHT HUNDRED & NO/100-----Dollars (\$34,800.00),
payable to the order of the MORTGAGEE, in and by which Note
the MORTGAGOR promises to pay the said principal sum
together with interest on the balance thereof from
time-to-time remaining at the rate of SEVEN (7 %) 8
percent per annum, with the entire balance thereof due and
payable upon the first of the following events to occur:

- (1) Upon acceleration of maturity pursuant to events of default or other causes for acceleration described herein or in said Note;
- (2) At the sole option of the holder of the Note, one (1) year following the maturity date, whether by acceleration or otherwise, of the Note and Mortgage evidencing a Purchase Money First Mortgage Loan made to finance the purchased unit; or

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- (3) Thirty-one (31) years from the date of the Note.

The aforesaid Note and this Mortgage shall be satisfiable by the cash payment of the lesser of:

- (a) $\frac{24}{100}$ % of the Fair Market Value ("FMV"), the determination of which is hereafter described, of the Purchased Unit at the time of payment of the Note; or
- (b) The balance of unpaid principal, interest and costs under the Note and this Mortgage.

The determination of FMV of the Purchased Unit shall be by current MAI appraisal prepared by an appraiser mutually acceptable to the maker and to the holder of this Note, with the costs of said appraisal to be equally shared. In the event that an appraiser cannot be mutually agreed upon, then each of said parties may, at its option and sole cost, obtain an MAI appraisal and the average of said appraisals shall constitute the FMV of the Purchased Unit.

NOW, THEREFORE, the MORTGAGOR, in consideration of its receipt from the MORTGAGEE of purchase money financing in the above described principal amount, and to secure the payment of said sum together with all indebtedness which may become due under the aforesaid Note in accordance with the terms, provisions and limitations of said Note and this

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Mortgage, and the performance of the covenants and agreements herein set forth, do hereby CONVEY AND WARRANT unto the MORTGAGEE, its successors and assigns, the following described real estate and all their estate, right, title and interest therein, situated in the VILLAGE OF GLENVIEW, COUNTY OF COOK AND STATE OF ILLINOIS, to-wit:

(See Legal Description Attached)

ADDRESS: 1068 Sherman, Glenview, IL 60025

PIN: 04-34-104-141-1010

together with all improvements, tenements, easements, fixtures and appurtenances thereunto belonging, all of which property is hereinafter referred to as the "PREMISES";

TO HAVE AND TO HOLD the PREMISES unto the MORTGAGEE, its 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 Law of the State of Illinois, which said rights and benefits the MORTGAGOR does hereby expressly release and waive.

Additional Covenants, Conditions and Provisions:

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1. MORTGAGOR shall:

- (1) Promptly repair, restore or rebuild any building or improvement now or hereafter on the PREMISES which may become damaged or be destroyed;
- (2) Keep said PREMISES in good condition and repair, without waste, and free from mechanic's or other liens or claims for liens not expressly consented to by MORTGAGEE in writing;
- (3) Pay when due any indebtedness which may be secured by a lien or charge on the PREMISES superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien or charge;
- (4) Comply with all requirements of applicable law or municipal ordinances with respect to the PREMISES and the use thereof;
- (5) Make no material alterations in the PREMISES except as required by law or ordinance, or as consented to by MORTGAGEE.

2. MORTGAGOR shall pay before penalty attaches all duly levied tax assessments, and otherwise assure the timely payment of all general taxes and special assessments against the PREMISES, and shall timely pay all utility service charges which may be individually billed to MORTGAGOR.

COOK COUNTY, ILLINOIS
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3. The MORTGAGOR shall keep all buildings and improvements now and hereafter situated upon the PREMISES insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing and repairing the PREMISES or to pay in full the indebtedness secured hereby, all in companies satisfactory to the MORTGAGEE, under insurance policies payable, in case of loss or damage, to MORTGAGEE, such rights to be evidenced by a "Standard Mortgage Clause" to be attached to each such policy, and shall deliver a duplicate copy of all policies to the MORTGAGEE, including all renewal policies.

4. In case of MORTGAGOR'S default in payment or performance of any of its obligations referred to herein, the MORTGAGEE may, but need not, make any payment or perform any act required of the MORTGAGOR 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 on title or claim thereof, or redeem from any tax sale or forfeiture affecting said PREMISES or contest any tax or assessment. All monies paid by MORTGAGEE for any of the purposes herein authorized and all expenses paid or incurred in connection therewith,

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including reasonable attorney fees, and any other money advanced from time-to-time 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 upon written notice thereof to the MORTGAGOR, and interest shall accrue thereon at the Note rate until payment is made. Inaction on the part of the 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 MORTGAGOR.

5. The MORTGAGEE making any payment hereby authorized relating to taxes or assessments may do so according to the terms or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. The covenants, conditions and agreements set forth in Paragraphs 1 through 4 above, and each of them, are deemed material terms of this Mortgage.

7. The events of default which will or may give rise to the acceleration of the maturity of the indebtedness under the Note and this Mortgage are as follows:

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The indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any property owned by the undersigned, or upon the filing of a Petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Reform Act of 1978, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. Additionally, the MORTGAGEE is authorized, at its sole option, to declare all or any of the indebtedness immediately due and payable upon the happening of any of the following events:

- (1) Failure of the undersigned to pay any part of the indebtedness when due;
- (2) Non-performance by the undersigned of any agreement, covenant or condition set forth in this Mortgage or in the Note it secures;
- (3) A breach by the undersigned of any covenants or conditions in the Purchase Agreement which expressly survived the "closing" of the sale transaction;
- (4) The institution of any suit affecting the interests of the MORTGAGEE, in and to the Purchased Unit;

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- (5) On transfer or lease of all or any part of the Purchased Unit, or any interest therein, excepting only transfers by devise or descent or by operation of law as a result of the death of a joint tenant, and transfers and leases previously approved in writing by the MORTGAGEE. The MORTGAGEE'S failure to exercise its rights under this paragraph whether singularly or repeatedly, shall not constitute a waiver thereof.

8. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, MORTGAGEE shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the judgment of foreclosure and sale all expenditures and expenses which may be paid or incurred by or on behalf of the MORTGAGEE for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to the items to be expended after entry of the judgment of foreclosure) of procuring all such abstracts of title, title searches, and examinations, title insurance commitments and policies, Torrens certificates, and similar data and assurances with respect to title as MORTGAGEE may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment the true condition of the title to and value of the PREMISES. All expenditures and expenses of the nature in

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this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Note rate until entry of a judgment, when paid or incurred by MORTGAGEE in connection with:

(a) any proceeding, including Probate and bankruptcy proceedings, to which the MORTGAGEE shall be a party, either as Plaintiff, Claimant or Defendant, by reason of this Mortgage or any indebtedness hereby secured; or

(b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or

(c) preparations for the defense of any actual or threatened suit or proceeding which might affect the PREMISES or the security hereof.

9. 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 secured hereby.

10. The MORTGAGEE shall have the right to inspect the PREMISES at all reasonable times and access thereto shall be permitted for that purpose.

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IN SENATE, January 11, 1900.

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1899.

ALBANY, N. Y.:

ANDREW D. WHELAN, PRINTER.

1900.

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EXHIBIT "A"

The Unit referred to in this Mortgage is described as follows:

Unit D-E in PARK DWELLINGS CONDOMINIUM II, as delineated on a Survey of the following described Real Estate:

That Part of the East Half (½) of the North West Quarter (¼) of Section Thirty-Four (34), Township Forty-Two (42) North, Range Twelve (12) East of the Third Principal Meridian, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 89598178, together with its undivided percentage interest in the common elements, in COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 1068 Shermer, Glenview, IL 60025

P.I.N. NO: C-34-104-141-1010

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1998.

CLERK OF THE COUNTY OF COOK, ILLINOIS

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