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DEPT-01 RECORDING
15656 TRAR 9729 10/21/94 14:43:00
13008 * LC #--94--9227581
COOK COUNTY RECORDER

SECOND MORTGAGE

THIS INDENTURE WITNESSETH, that STEPHANIE CLAIRE HARTE, an unmarried woman, (hereinafter called "Grantor"), of 708 Buena, Chicago, Illinois, in order to secure payment in accordance with its terms of that certain Promissory Note of even date herewith in the precise amount of TWENTY TWO THOUSAND DOLLARS (\$22,000.00), and for and in consideration of the sum of TEN AND NO/100ths Dollars (\$10.00) in hand paid, hereby CONVEYS AND WARRANTS to WILLIAM J. HARTE, of 111 West Washington Street, Chicago, Illinois, and his successors and assigns, the following described real estate and all improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues, and profits therefrom, situated in the County of Cook, State of Illinois, to-wit:

Unit 2NE together with an undivided 7.96 percent interest in the common elements in 708-10 W. Buena Condominium as delineated and defined in the Declaration recorded as Document Number 25767440, in the West 1/2 of the South West 1/4 of Section 16, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

o/k/a 708-10 W Buena Chicago, IL 14-16-302-4033-1005

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

Grantor covenants and agrees as follows: (1) to pay said indebtedness, and the interest thereon, as herein and in said note 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) that waste to said premises shall not be committed or suffered; (4) to pay all prior encumbrances, 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 encumbrances 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 encumbrances and the interest thereon from time to time, and all money so paid, Grantor agrees to repay immediately without demand, and the same shall be so much additional indebtedness secured hereby.

It is agreed by 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 Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by Grantor. 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

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