94043373

SECOND MORTGAGE

94043374

THIS INDENTURE WITNESSETH, that Swanette Triem, divorced and not since remarried, John J. Quinlan and Sheryl Triem Quinlan, his wife, (hereinafter called the Grantor) of 7510 North East-lake, Chicago, Illinois for and in consideration of Ten (\$10.00) Dollars, in hand paid, CONVEYS AND WARRANTS to A. Vernon J. Baarman, of Holland Michigan, 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, in the State of Illinois, legally described as follows:

Lots 12 and the North 10 feet of Lot 11 (measured on the Easterly line thereof) in the Subdivision of Lots 1 to 4, both inclusive, and private alley of Block 5 in Birchwood Beach in fractional Section 29, South of Indian Boundary line, in Township 41 North, Range 14, Fast 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: 11-29-303-012-0000

Address of Premises: 7510-7514 North Eastlake, Chicago, Illinois

The Grantor is justly indebted upon their Installment Note bearing even date herewith, payable pursuant to the terms and provisions thereof.

The Grantor covenants and agrees as follows: (1) To pay said indebtedness and the interest thereon as set forth in said note or according to any agreement extending time of payment; (2) To pay when due each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefore; (3) withing sixty (60) 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, with loss clause payable first, to the first mortgagee and second, to the holder of this second mortgage, which policies shall be left and remain with the holders of the first mortgage indebtedness until this indebtedness is fully paid; and (6) 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 to so 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 assessment, or discharge or purchase any tax lien or title affecting said premises or pay all

DEPT-01 RECORDINGS \$25.1 147777 TRAN 4802 01/13/94 08:34:00 47347 ≠ ★一タ4—€43374 COOK COUNTY RECURDEP

Property of Cook County Clerk's Office

prior encumbrances and the interest thereon from time to time; and all money so paid, the Grantor agrees to repay immediately, without demand, and the same with interest thereon from the date of payment at ten (10%) per cent 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 indebtedness, including principal and interest shall, at the option of the legal holders hereof, without notice, become immediately due and payable, and with interest thereon from the time of such breach at ten (10%) per cent 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.

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 attorneys' 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 like expenses and disbursements occasioned by any suit or proceeding wherein the grantee or any holders of any part of said indebtedness, as such, may be a party, shall be paid by the Grantor. All such expanses 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 attorneys' fees, have been paid. The Grantor, for the Grantor and for the heirs, executors, administrators and assigns of the Grantor, waives all right of 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 once and 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 zents, issues and profits of the said premises.

Witness the hand and seal of the Grantor this 22nd day of December, 1993.

Shvanitle Treem (SEAL

Jan J. Quinter (SEAL)
John W. Quinlan

Shery Triem Quinlan (SEAL

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Swanette Triem, divorced and not since remarried, John J. Quinlan and Sheryl Triem Quinlan, 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 22 day of

OFFICIAL SEAL II
LLOYD GUSSIS
Notary Public, State of Illinois
My Commission Expires 10/20/97

This instrument prepared by: Lloyd E. Gussis, 2520 North Lincoln Avenue, Chicago, Illinois.

MAIL TO:

My commis

Mr. Lloyd E. Gussis, Esq. 2520 North Lincoln Avenue Chicago, Illinois 60614

ADDRESS OF PROPERTY:

Notary Public

7510-14 North Eastlake Chicago, Illinois PTIN: 11-29-303-012

SOME OFFICE

Property of Cook County Clerk's Office