

UNOFFICIAL COPY

ILLINOIS SECOND MORTGAGE

95345806

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE WITNESSETH, That Jeannette L. Lewis, divorced and not since remarried (hereinafter called the Grantor), of 11736 S. Bishop Street, Chicago, Illinois

for and in consideration of the sum of Ten & other good and valuable consideration Dollars in hand paid, CONVEY AND WARRANT to Jeffrey Rubenstein

of 200 N. LaSalle Street, Chicago, Illinois Mortgagee

as Trustee and holder of 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 28 in Block 19 in Frederick H. Bartlett's Greater Calumet Subdivision of Chicago, being part of the south half of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, Commonly known as 11736 S. Bishop Street, Chicago, 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): 25-20-316-033-0000

Address(es) of premises: 11736 S. Bishop St., Chicago, Illinois 60643-5025

IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor is justly indebted, on principal promissory note bearing even date herewith, payable in the Note dated this day to Jeffrey Rubenstein in the amount of \$10,454.48 and coming due on full on January 28, 2006, together with (i) interest, costs and expenses provided for in the Note, and any and all renewals and extensions of the whole or any part of the Note and/or any part of the of the indebtedness secured by this Mortgage however evidenced; (ii) all present and future loans and advances which Mortgagee is obligated to or does make to Mortgagor pursuant to the Note; and (iii) all other liabilities and indebtedness of any and every kind and nature now owing to arising after this date due or becoming payable from Mortgagor to Mortgagee, as evidenced, created, incurred, acquired or owing, under the Note and this Mortgage.

THE GRANTOR covenants and agrees as follows: (1) To pay said 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 repair 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 herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with this Mortgagee or Trustee 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 the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 8% per cent per annum shall be so much additional indebtedness secured hereby.

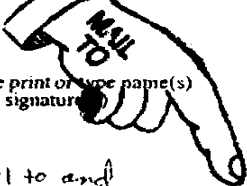
IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at an additional 2% on the unpaid monthly payment.

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 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 the 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 all such expenses and disbursements, and the costs of suit, including attorney's 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 a complaint to foreclose this instrument, 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 rents, issues and profits of the said premises.

The name of a record owner is: Jeannette L. Lewis Mortgage

The Grantor hereby agrees to and expressly subordinate to the mortgage in favor of City Consumer Services, Inc. recorded July 9, 1984 in the original amount of \$20,800.00 and assigned to Countrywide Funding Corporation.

Witness the hand and seal of the Grantor this 17 day of March, 1995.



Jeannette L. Lewis (SEAL) Jeannette L. Lewis

DEPT-01 RECORDING \$23.00
44686 TRAH 7599 05/26/95 12:20:00
45976 + LC \* 55 345806
COOK COUNTY RECORDER

DEPT-10 PENALTY \$20.00

Above Space For Recorder's Use Only

95345806

Please print or type name(s) below signature

Mail to and This instrument was prepared by Maria F. Di Lorenzo, Much Shelist, et.al., 200 N. LaSalle Street, Suite 2100, Chicago, IL 60601.

Handwritten numbers: 2350, 20, 4350, 222

# UNOFFICIAL COPY

STATE OF Illinois }  
COUNTY OF Cook } SS.

I, Nancy A. Sulak, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Seannette K. Lewis

personally known to me to be the same person... whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 17 day of March, 1995

(Impress Seal Here)

Nancy A. Sulak  
Notary Public

Commission Expires 11-29-97



BOX No. 9333-016  
SECOND MORTGAGE  
**Trust Deed**

TO

GEORGE E. COLE®  
LEGAL FORMS