

# UNOFFICIAL COPY

Document No.

**SECOND MORTGAGE**

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96901064

*Sinde Bill:*

Annette Lorette Jorvik, ("Mortgagor", whether one or more) mortgages to Randy E. Simon and Lynda R. Simon, ("Mortgagee", whether one or more) to secure payment of Thirty-Five Thousand and 00/100 dollars. (\$35,000.00) evidenced by a note or notes bearing an even date executed by Annette Lorette Jorvik to Mortgagee, and any extensions, and renewals and modifications of the note(s) and refinancing of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the security of this Mortgage, the following property, together with the rents, profits, fixtures, and other appurtenant interests (all called "Property"), in Cook County, State of Illinois:

4005100

Return To: Daniel R. Dineen  
P.O. Box 508, Slinger, WI 53086

DEPT-01 RECORDING \$25.00  
 T#0012 TRAN 3205 11/26/96 12:01:00  
 #1303 # CG \*-96-901064  
 COOK COUNTY RECORDER

LOT 23 IN PEPPER TREE FARMS UNIT 4, BEING A SUBDIVISION OF PART OF THE SW 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1970 AS DOCUMENT NO. 21 174 920, IN COOK COUNTY, ILLINOIS.

Box 02 11311023  
 Property 44 Heatherlea Dr. West  
 Lakeview ILL

75

1. This is homestead property.
2. This is not a purchase money mortgage.
3. Mortgagor's covenants.

(a). Covenant of Title. Mortgagor warrants title to the Property, except restrictions and easements of record, if any and except None.

(b). Taxes. Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

(c). Insurance. Mortgagor shall keep the improvements on the Property insured against a loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, through insurers approved by Mortgagee in such amounts as Mortgagee shall require, but Mortgagee shall not require coverage in an amount more than the balance of the debt without co-insurance, and Mortgagor shall pay the premiums when due.

(d). Other Covenants. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property to keep the Property in good condition and repair, to keep the Property free from liens superior to the lien of this Mortgage, and to comply with all laws, ordinances, and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage, and failure to do so shall constitute a default under this Mortgage.

BOX 333-CTT

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4. **Default and Remedies.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due and in the performance of any of the covenants and promises of the Mortgagor contained herein or in the note(s) secured hereby. In the event of default, Mortgagee may, at his option and subject to the notice provisions of this Mortgage, declare the whole amount of the unpaid principal and accrued interest due and payable and collect it in a suit at law or by foreclosure of this Mortgage by action or advertisement or by the exercise of any other remedy available at law or equity, and Mortgagee may sell the Property at public sale and give deeds of conveyance to the purchasers pursuant to the statutes.

5. **Notice.** Unless otherwise provided in the note(s) secured by this Mortgage, prior to any acceleration (other than under paragraph 12), Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

6. **Expenses and Attorney's Fees.** In case of default, whether abated or not, all costs and expenses, including reasonable attorney's fees and expenses of title evidence to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure, be included in the judgment.

7. **Limitation on Personal Liability.** Unless a Mortgagor is obligated on the note or notes secured by this Mortgage, the Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

8. **Receiver.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property, during the pendency of such an action, and such rents, issues, and profits when so collected, shall be held and applied as the court shall direct.

9. **Waiver.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

10. **Mortgagee May Cure Defaults.** In the event of any default by Mortgagor of any kind under this Mortgage or any note(s) secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the note secured by this Mortgage and shall constitute a lien upon the Property.

11. **Consent Required for Transfer.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the note(s) secured by this Mortgage shall become due and payable in full, at the option of Mortgagee without notice, upon any transfer, sale or conveyance made in violation of this paragraph.

Dated this 17<sup>th</sup> day of July, 1996.

Annette L. Jorvik (Seal)  
Mortgagor

Annette Lorette Jorvik  
Printed Name

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### AUTHENTICATION

Signature of Annette Loretta Jozwik authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_ Title:  
Member State Bar of \_\_\_\_\_

This instrument was drafted by *A. mail to:*

Daniel R. Dineen  
Vanden Neuvel & Dineen, S.C.  
410 East Washington Street  
P.O. Box 508  
Slinger, WI 53086

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY ) SS:

Personally came before me this 17 day of July, 1996 the above named Annette Loretta Jozwik known to be the person who executed the foregoing instrument and acknowledge the same.

*Rachel L. Dineen*  
\_\_\_\_\_  
Notary Public,  
County, McHenry

My Commission: 10-5-97

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