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SECOND MORTGAGE

(Illinois)

THIS INDENTURE, made October 8 1997
among WALTER FURMANEK, JR. and ROSE FURMANEK
herein referred to as "Mortgagor", and PAULINE A. SALAMONE,
hereinafter referred to as "Mortgagee", witnesseth:

WHEREAS the Mortgagor is justly indebted to the Mortgagee upon the Secured Note of even date herewith, in the principal sum of Twenty Eight Thousand Five Hundred and no/100 Dollars (\$28,500.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal sum and interest at the rate as provided in said note, with a final payment of the balance due at the earlier of sixty (60) days after the death of Rose Furmanek or at the closing of the sale of the residence at 2625 South Emerald, Chicago, Illinois, and all of said principal and interest are made payable at such time as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at 2717 South Union Street, Chicago, Illinois.

NOW THEREFORE, the Mortgagor to secure the payment of said principal sum of money and said interest of the Secured Note, in the amount of Twenty Eight Thousand Five Hundred and no/100 Dollars (\$28,500.00), in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the County of Cook and State of Illinois, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

Permanent Real Estate Index Number(s): 17-28-301-015-0000

Address of Real Estate: 2625 South Emerald Avenue,
Chicago, Illinois which, the property hereinafter described,
is referred to herein as the "premises",



Return To:

Shelby H. KANARISH
230 W Monroe, JTC 2000
Chicago, ILL 60606


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TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, including all overhead cranes, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens windows, shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's 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 Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

This mortgage consists of seven (7) pages. The covenants, conditions and provisions appear on page four (4) through seven (7) inclusive are incorporated herein by reference and are a par hereof and shall be binding on Mortgagor, its heirs, successors and assigns.

WITNESS THE HAND AND SEAL of Mortgagor the day and year first above written.



ROSE PURMANEK



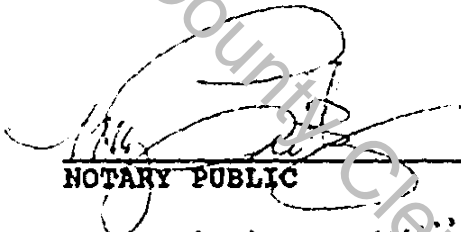
WALTER PURMANEK, JR.

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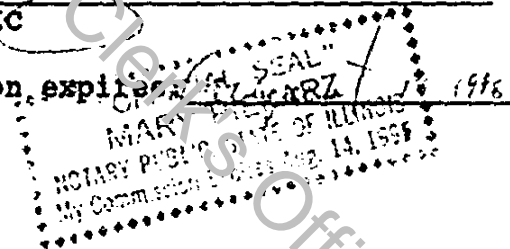
STATE OF ILLINOIS)
) 88:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROSE FURMANEK and WALTER FURMANEK, JR. are personally known to me to be the same person(s) whose name(s) 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 8th day of October, 1997.


NOTARY PUBLIC

My commission expires



THIS INSTRUMENT WAS PREPARED BY:

SHELBY H. KANARISH
HARVEY L. WALNER & ASSOCIATES, LTD.
230 West Monroe Street-Suite 2000
Chicago, Illinois 60606

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements 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 mechanics's or other liens or claims for lien not expressly subordinated to the lien thereof; (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 prior lien to the Mortgagee; (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

2. Except to the extent being contested in good faith, Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by law any tax is due or becomes due in respect to the issuance of the note hereby secured, the Mortgagor covenants and agrees to pay such tax as required by any such law.

5. At such time as the Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of 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 or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fee, and any other moneys advanced 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 without notice and with interest thereon at the highest rate now permitted by Illinois law.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement 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.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

10. When the indebtedness hereby secured 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 decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance 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 decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, 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 of 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.

11. The process of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such

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receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. 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 hereby secured.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15. Mortgagee shall release this mortgage and lien thereof proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured thereby.

17. The terms and provisions of this Mortgage are subject and subordinate to a Mortgage to GMAC Mortgage Company of Pennsylvania, Doc. No. 96434287.

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FD-17995

Form No. 22R 31 Jan 1995
AMERICAN LEGAL FORMS CHICAGO, ILL. (312) 472-1922

QUIT CLAIM DEED Statutory (ILLINOIS) (General)

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.

THE GRANTOR (NAME AND ADDRESS):

PAULINE A. SALAMONE

(The Above Space For Recorder's Use Only)

of the City _____ of Chicago _____ County
of Cook _____ State of Illinois

for and in consideration of Ten and no/100--- DOLLARS.

in hand paid, CONVEY S. and QUIT CLAIM S. to

ROSE J. FURMANEK, 2625 South Emerald Avenue, Chicago, IL. 60616

(NAME AND ADDRESS OF GRANTEE(S))

all interest in the following described Real Estate situated in the County of Cook
in the State of Illinois, to wit: (See reverse side for legal description.) hereby releasing and waiving all rights under and
by virtue of the Homestead Exemption Laws of the State of Illinois.

Lot 40 in Block "C" in Albert Crane's Subdivision of Blocks "C" and "D"
in Walter Wright's Subdivision of North half of North half of West half
of Southwest quarter of Section 28, Township 39 North, Range 14, East
of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number (PIN): 17-28-301-015

Address(es) of Real Estate: 2625 South Emerald Avenue, Chicago, IL. 60616

DATED this _____ day of _____ 19____

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

_____(SEAL) _____(SEAL)

PAULINE A. SALAMONE

_____(SEAL) _____(SEAL)

State of Illinois, County of Cook ss. I, the undersigned a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that

PAULINE A. SALAMONE

personally known to me to be the same person whose name _____
subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that s. h e. 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.


IMPRESS SEAL HERE

Given under my hand and official seal, this _____ day of _____ 19____

Commission expires _____ 19____

NOTARY PUBLIC

This instrument was prepared by SHELBY H. KANARISH, 230 West Monroe, Chicago, IL. 60606
(NAME AND ADDRESS)

EXHIBIT 

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Legal Description

of premises commonly known as 2625 South Emerald Avenue, Chicago, IL. 60616

Property of Cook County Clerk's Office

SEND SUBSEQUENT TAX BILLS TO:

MAIL TO:

{

(Name)

(Address)

(City, State and Zip)

ROSE J. FURMANEK

(Name)

2625 South Emerald Avenue

(Address)

Chicago, IL. 60616

(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. _____