

SECOND MORTGAGE

98-2051

This Mortgage is made this 27th day of April, 1998, between the Mortgagor, Victor Horne, married to Beverly Horne, and the Mortgagee, R.E. Management of Illinois, Inc., of South Holland, Illinois.

The Mortgagor, in order to secure a certain indebtedness to the Mortgagee in the principal sum of SIX THOUSAND AND NO ONE-HUNDREDTHS (\$6,000.00) DOLLARS, does hereby mortgage and warrant to the Mortgagee the following described real estate situated in the County of Cook in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois:

Lot 32 in Block 55 in HARVEY, a Subdivision of that part of Section 17, Township 36 North, Range 14, lying West of the Illinois Central Railroad together with Blocks 53, 54, 55, 62 to 66, 68 to 84 and that part of Block 67 lying South of the Cc and G.T. Railroad all of South Lawn, a Subdivision of Section 17 and the South 1/2 of Section 8, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 29-17-103-013
Address of Real Estate: 15133 Loomis, Harvey, Illinois 60426

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, all of which are declared to be part of the real estate whether physically attached thereto or not; and also together with all easements, rent issues, profits of the premises which are hereby pledged, assigned and transferred to the Mortgagee whether now due or hereinafter to become due under or by virtue of any lease or agreement for the use of occupancy of the property or any part thereof, whether such lease or agreement is written or verbal and whether it is now or may be hereafter existing.

Provided always, that if Mortgagors pay to the Mortgagee the Note aforesaid bearing even date herewith and shall pay all sums payable thereunder and perform, comply with, and abide all of the stipulations, agreements, conditions and covenants of the aforesaid Note and this Mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses, including

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reasonable attorneys fees that Mortgagee may incur in collecting monies secured by this Mortgage and also enforcing this Mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

If Mortgagors meet certain conditions, Mortgagors shall have the right to have enforcement of this Mortgage discontinued at any time prior to the later of: (a) Such other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagors (a) pay Mortgagee all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the Property and Mortgagors' obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagors, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

Mortgagee shall give notice to Mortgagors prior to acceleration following Mortgagors' breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagors, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in this notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagors of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagors to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage. Mortgagors shall pay any recordation costs.

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Executed at Homewood, Illinois, on the date and year first written above.

Victor Horne
Victor Horne

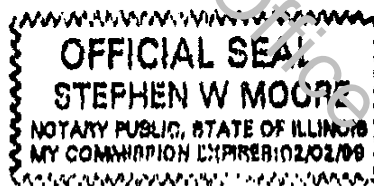
The undersigned hereby waives any homestead interest she may have in the property which is the subject of this mortgage.

Beverly Horne
Beverly Horne

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Stephen W. Moore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Victor Horne and Beverly Horne, 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, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 27 day of April, 1998.

Stephen W. Moore
Notary Public



This instrument prepared by:

and mailed to
Stephen W. Moore
Attorney at Law
18141 Dixie Highway, Suite 115
P.O. Box 1609
Homewood, IL 60430
(708) 799-3180

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11/15/2021

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