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1999-10-25 11:23:41
Cook County Recorder 27.00



SECOND MORTGAGE

BOX 260

THIS INDENTURE WITNESSETH, That
JEROME DRAIN, *married to Maureen Drain*
(hereinafter referred to as the "Mort-
gagor"), for and in consideration of the
sum of NINE THOUSAND FIVE HUNDRED
(\$9,500.00) DOLLARS in hand paid, CON-
VEYS AND WARRANTS unto **K.E.E.P., INC.**,
an Illinois not-for-profit corporation,
(hereinafter referred to as the "Mortgagee"),
and to its successors and/or assigns, 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:

See LEGAL DESCRIPTION RIDER, attached hereto
and incorporated herein

Common Address: 8810 S. Loomis Street, Chicago, IL 60620
Permanent Index No. 25-05-111-022-0000

Hereby releasing and waiving all rights under and by virtue of the homestead
exemption laws of the State of Illinois.

The Mortgagor 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 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 in companies to be selected by
the Mortgagee herein, with loss clause attached payable *first*, to the
Mortgagee herein, which policies shall be left and remain with the
Mortgagee until the indebtedness is fully paid; (6) to pay all prior

ATGF, INC.

2000-10-25

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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 incumbrance of the interest thereon when due, the Mortgagee 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 Mortgagor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at eighteen 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 twelve 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 Mortgagor that all expenses and disbursements paid or incurred on behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges, costs of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Mortgagor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Mortgagee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Mortgagor. 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 proceeding; 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 Mortgagor, for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor, waives all right to the possession of, and income from, said premises pending such foreclosure proceeding, 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 Mortgagor, or to any party claiming under the Mortgagor, appoint a receiver to take possession or charge of said premises with power to collect the rents,

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issues and profits of the said premises.

The names of the record owner is JEROME DRAIN.

Witness the hand and seal of the Mortgagor this 15th day of October, 1999.

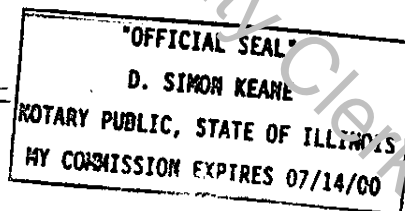
Jerome Drain
JEROME DRAIN

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEROME DRAIN, married to Macklean Drain, 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 he signed, sealed and delivered the said instrument as his 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 15th day of October, 1999.

D. Simon Keane
Notary Public



This instrument was prepared by David A. Goldman, Esq., 900 S. Wabash Ave., Suite 301, Chicago, IL 60605-2223

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LEGAL DESCRIPTION RIDER

LOT 5 AND THE NORTH 8 FEET 4 INCHES OF LOT 6 IN BLOCK 8 IN BLISS AND CHANEY'S SUBDIVISION OF BLOCKS 1 AND 8 IN TELFORD BURNHAM'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 8810 S. Loomis Street, Chicago, IL 60620

Permanent Index No. 25-05-111-022-0000

Mail to: David A. Goldman
900 S. Wabash Ave.
Suite 301
Chicago, IL 60605

Property of Cook County Clerk's Office

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