

UNOFFICIAL COPY 7936090

SECOND MORTGAGE (ILLINOIS)

THIS INSTRUMENT WITNESSETH THAT MELJAIM SAKIRI AND NERMIN SAKIRI, HIS WIFE, AS JOINT TENANTS

(hereinafter called the "Mortgagor"), of 4318 AMELIA, LYONS, IL 60534 (No. and Street) (City) (State)

for valuable consideration the receipt of which is hereby acknowledged, CONVEY AND WARRANT to FORD MOTOR CREDIT COMPANY of 1305 REMINGTON ROAD, SUITE J, SCHAUMBURG, IL 60173 (No. and Street) (City) (State)

(hereinafter called the "Premises"), and to its successors and 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:

Above Space For Recorder's Use Only

LOT 26 IN STATE ROAD SUBDIVISION NUMBER 1 BEING A SUBDIVISION OF THE NORTH 35 FEET OF LOT 55 AND ALL OF LOTS 51, 52, 53, 54, 59, 60, 61, 62, 63, 68, 69 AND 70 ALL IN MEYER RIVER HIGHLANDS SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL OF LOTS 96, 101, 102, 104, AND 105, ALL IN MEYER'S SECOND ADDITION TO RIVER HIGHLANDS BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN#18-01-302-012 COMMONLY KNOWN AS: 4318 AMELIA, LYONS, IL 60534

(hereinafter called the "Premises")

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

Subject to the lien of ad valorem taxes for the current tax year and a mortgage in favor of

MIDWEST FUNDING CORPORATION (if none, so state).

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

WHEREAS, The Mortgagor is justly indebted to Mortgagee in the amount of \$40,194.43 Dollars (hereinafter called the "Indebtedness") as evidenced by a promissory note of even date herewith (hereinafter called the "Note").

THIS LOAN IS PAYABLE IN 180 INSTALLMENTS; THE FIRST PAYMENT OF \$580.00 IS DUE 02/07/1991. 179 REMAINING PAYMENTS OF \$580.00 EACH ARE DUE ON THE SAME DAY OF EACH SUCCEEDING MONTH. FINAL PAYMENT IS DUE 01/07/2006.

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THE MORTGAGOR covenants and agrees as follows: (1) To pay the Indebtedness, as hereinafter provided, or according to any agreement extending time of payment, (2) to pay when due in each year, all taxes and assessments against the 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 the Premises that may have been destroyed or damaged, (4) that waste on the Premises shall not be committed or suffered, (5) to keep all buildings now or at any time on the Premises insured in companies to be selected by the Mortgagee 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 first 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 the said first 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 to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagee or the holder of the Note may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or file affecting the 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 hereon from the date of payment at the lesser of the rate specified in the Note or the maximum rate permitted by law 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 the Indebtedness evidenced by the Note, 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 the lesser of the rate specified in the Note or the maximum rate permitted by law, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of the Indebtedness evidenced by the Note has then matured by express terms.

ALL EXPENDITURES and expenses (hereinafter called the "Expenses") incurred by the Mortgagee in connection with (a) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, (b) any proceeding including probate and bankruptcy proceedings, to which either Mortgagee or Mortgagor shall be a party either as plaintiff, claimant or defendant, by reason of this Second Mortgage or the Indebtedness hereby secured, or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced shall become so much additional Indebtedness secured hereby and shall become immediately due and payable, with interest thereon, at the lesser of the rate specified in the Note or the maximum rate permitted by law. The term "Expenses" as used herein shall include, without limitation, reasonable 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 at or entry of a decree of foreclosure) of procuring all such abstracts of title, title searches and examinations and title insurance policies as the Mortgagee may deem reasonably necessary either to prosecute a suit of foreclosure 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 the Expenses shall be an additional lien upon the Premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all the Expenses 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, the Premises pending such foreclosure proceedings, 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 the Premises with power to collect the rents, issues and profits of the Premises.

The name of a record owner is MELJAIM SAKIRI AND NERMIN SAKIRI, HIS WIFE

And when all of the aforesaid covenants and agreements are performed, the Mortgagee or its successors or assigns shall release said premises to the party entitled, on receiving his reasonable charge.

Witness the hand and seal of the Mortgagor this 31st day of December, 1990.

Meljaim Sakiri (SEAL)
MELJAIM SAKIRI

Nermin Sakiri (SEAL)
NERMIN SAKIRI

Please print or type name(s) below signature(s)

This instrument was prepared by EDWARD M. COOK, 100 N. LASALLE, SUITE 2105, CHICAGO, IL 60602

EDWARD M. COOK (NAME AND ADDRESS)

UNOFFICIAL COPY

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 MELJAIM SAKIRI AND NERMIN SAKIRI, HIS WIFE

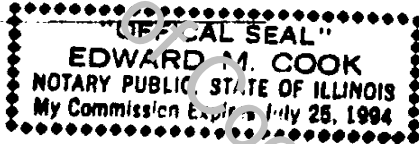
personally known to me to be the same persons whose name is are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 31st day of December, 19 90.

(Impress Seal Here)

Edward M. Cook
Notary Public

Commission Expires



Property of Cook County Clerk's Office

J. Box 105
1-11-90
IN DUPLICATION
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REG. JAN - 3 1990
REGISTRAR OF DEEDS

Submitted by _____
Address _____
Promised _____
Deliver certif. to _____
Address _____

Deliver duplicate to Trust
3936090
Address _____
Notified _____
FORD CONSUMER FINANCE LYNCH
1305 REMINGTON ROAD, SOUTH
SCHAUMBURG, IL 60173