

UNOFFICIAL COPY

AMERICAN NATIONAL BANK OF LANSING
3115 Ridge Road
Lansing, Illinois 60438

3955262

SECOND MORTGAGE

THIS INDENTURE, made MARCH 29, 1991, between

James J. La Roche and Cheryl L. La Roche, His Wife

17856 Walter

(No. and Street)

Lansing, IL

(City)

60438

(State)

herein referred to as "Mortgagors," and **AMERICAN NATIONAL BANK OF LANSING**, 3115 Ridge Road, Lansing Illinois 60438, hereinafter referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the note of even date herewith, in the principal sum of TEN THOUSAND AND NO/100 Dollars (\$ 10,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay as follows:

All of said principal and interest are made payable at such place as the holders of the note may from time to time, in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee at the address designated above.

NOW THEREFORE the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do 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, situated, lying and being in the Village Of Lansing COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

LOT TWENTY SIX (26) IN BLOCK FOUR (4) IN LANSING TERRACE, BEING A SUBDIVISION OF THAT PART OF THE EAST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER OF SECTION 32, LYING NORTH OF A STRAIGHT LINE RUNNING FROM A POINT IN THE EAST LINE WHICH IS 1581.05 feet SOUTH OF THE NORTHEAST CORNER THEREOF TO A POINT IN THE WEST LINE WHICH IS 1583.55 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; ALSO OF BLOCK 1 "LANSING GARDENS" A SUBDIVISION OF THE EAST HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION 31 AND OF THE EAST 30.0 FEET OF THE WEST HALF (1/2) OF THE EAST HALF (1/2) OF SAID NORTHEAST QUARTER (1/4) SOUTH OF THE RIGHT OF WAY OF THE PITTSBURG, CINCINNATI, CHICAGO AND SAINT LOUIS RAILROAD (EXCEPT TWO AND ONE-QUARTER (2 1/4) ACRES LYING IN THE SOUTHEAST CORNER THEREOF) ALSO ALL OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 32 (EXCEPT THE RIGHT-OF-WAY OF SAID RAILROAD ALL IN TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN. *T.P.*

which, with the property, hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 30-32-100-040

Address(es) of Real Estate: 17856 Walter

Lansing, IL 60438

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors 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 window 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 Mortgagors or their 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 purpose, 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 Mortgagors do hereby expressly release and waive.

1. Mortgagors shall (1) within 60 days after destruction or damage to, repair, restore or rebuild any buildings or improvements, now or hereafter on the premises, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, unless otherwise approved by Mortgagee; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof which this Mortgagee has not preapproved, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assignments, 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. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax assessment which Mortgagors may desire to contest.

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 Mortgagors, 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 Mortgagors, 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 Mortgagors 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 Mortgagors, to declare all the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. Mortgagors 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 the indebtedness secured hereby and all prior encumbrances, all in compliance satisfactory to the first Mortgagee and this Mortgagee under insurance policies payable in case of loss or damage, first, to the first Mortgagee, second to the Mortgagee herein as their interest may appear, and shall deliver all policies including additional and renewal policies, to the Mortgagee, and in the case of insurance about to expire, shall deliver renewed policies not less than ten (10) days prior to the respective dates of expiration.

6. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herebefore required of Mortgagors 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 fees, 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 rate of 15.5 percent per annum from the date of payment. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

NOTE IDENTIFIED

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7. The Mortgagee making any payment for the benefit of the mortgagor shall be authorized to do so according to the statement or estimate prepared from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate, and such payment shall be valid for all tax assessment, sale, forfeiture, tax lien or title or claim thereon.

8. Mortgages shall pay each item of indebtedness hereon mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, be 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 Mortgages herein contained.

9. 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 court 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, stenographers, 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, life 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 its claims at any sale which may be had pursuant to such decree the true condition of the title so 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 rate of 12% percent per annum when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy, proceedings, to which the Mortgagee may 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 a suit for 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 may affect the premises or the security hereof.

10. The proceeds 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 surplus to Mortgagee, their legal representatives, assigns, or other parties as mandated by law.

11. Upon or at any time after the filing of a complaint to foreclose this mortgage in a court in which such complaint is filed, may appoint a receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of appointment, with or without regard to the true 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 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 Mortgagee, except for the intervention of a 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 proceeds 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 debt on which such sale and deficiency is based.

12. 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 intending same in an action at law upon the note hereby secured.

13. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes, assessments and interest on the premises. No such deposit shall bear any interest.

15. 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 having any title, interest or claim in or to the premises shall be held to assent to such extension, variation or release, and their liability and the lien and all proceeds 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.

16. Mortgagee shall release this mortgage and lien thereon by 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.

17. The Mortgagee hereby consents and agrees that if the Mortgagee or any part of his successors or assigns shall transfer or convey the mortgaged premises or any part thereof, during the life of this mortgage without first obtaining the written consent of the Mortgagee, the Mortgagee may elect to consider the entire mortgage debt, including principal, interest and any and all other charges immediately due and payable, and the said Mortgagee may elect to institute foreclosure proceedings thereon.

18. This mortgage and all provisions hereof shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagee, and the heirs, assigns, executors, administrators, personal representatives and assigns of the mortgagor, and all persons claiming under or through the mortgagor, when such latter shall make any part thereof, and all persons claiming under or through the mortgagor, when such latter shall make any part thereof, and all persons claiming under or through the mortgagor, when such latter shall make any part thereof, and all persons claiming under or through the mortgagor, when such latter shall make any part thereof.

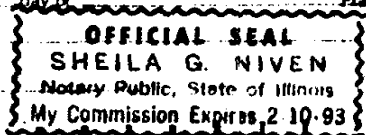
We was the hand and seal of Mortgagees the day and year first above written.

James J. La Roche
James J. La Roche (Seal)
Charles L. La Roche
Charles L. La Roche (Seal)

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 James J. La Roche and Charles L. La Roche, His Wife 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 he/she/they signed, sealed and delivered the said instrument as his/her/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 29TH day of March, 1991
Commission expires 2-10 1993



This instrument was prepared by Hrenda Miskolajczak, C/O
AMERICAN NATIONAL BANK OF LANSING 8115 Ridge Road, East Lansing, MI 48810

Max this instrument to Hrenda Miskolajczak, C/O
AMERICAN NATIONAL BANK OF LANSING 8115 Ridge Road, East Lansing, MI 48810

Submitted Address Promised Deliver certif. to Address Deed to Address Notified

MAIL TO: **BANK OF LANSING**
8115 RIDGE ROAD
LANSING, IL. 60438

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Vertical text on the left margin: "Duplicate", "3955262", "12-01-91", "6-18-91", "OR RECORDER'S OFFICE BY NO. 106-2"

Vertical text on the right margin: "FILE IDENTIFIED"