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1998-11-12 10:47:42
Cook County Recorder 27.50



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Nations Title Agency of Illinois, Inc.
246 E. Janata Blvd. Ste. 300
Lombard, IL 60148

98-9941

THE ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE CHICAGO TITLE LAND TRUST COMPANY ^{as}
successor trustee to **CTLTC**

THIS INDENTURE WITNESSETH That the undersigned, Chicago Title & Trust Company, as trustee
U/T/A dated May 5, 1970 as #551855, hereafter referred to as "Mortgagors," do hereby convey and warrant to
Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS, a Delaware corporation qualified to do business
in Illinois, having an office and place of business at 9600 S. Cicero Ave
Oak Lawn, Illinois, hereafter referred to as "Mortgagee," the following real property situate
in the County of Cook, State of Illinois, hereafter referred to as the "Property," to wit:

See Schedule A attached for legal description, which is incorporated in the mortgage.



TOGETHER with all the buildings and improvements now or hereafter erected on the Property and all appurtenances,
parcels and fixtures and the rents, issues and profits of the Property of every name, nature and kind.

If this box is checked, this Mortgage is subject to a prior mortgage dated _____, 19 _____, executed by
Mortgagors to _____ as mortgagee, which prior mortgage
secures payment of a promissory note in the principal amount of \$ _____. That prior mortgage was recorded
on _____, 19 _____ with the Register of Deeds of _____ County, Illinois in
Book _____ of Mortgages at page _____.

TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the uses and purposes herein set forth, free from all rights and
benefits under the Homestead Exemption laws of the State of Illinois, which rights and benefits Mortgagors do hereby release and waive.

This Mortgage is given to secure a Credit Line Account Agreement of even date herewith (hereafter referred to as the
"Agreement") by which the Mortgagee is obligated to make loans and advances pursuant to the Act of May 24, 1979, Sections 815
ILCS 205 4.1 through 815 ILCS 205 4.3, Chapter 815, Act 205, Illinois Compiled Statutes up to \$ 16000.00
(hereafter referred to as the "Credit Line") provided, however, that this Mortgage shall not, at any time, secure outstanding
principal obligations for more than Three Hundred Fifty Thousand (\$350,000.00) dollars.

It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to Mortgagee within the limits prescribed herein
whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date. All such future advances so made
shall be liens and shall be secured by this Mortgage equally and to the same extent as the amount originally advanced on the security of
this Mortgage, and it is expressly agreed that all such future advances shall be liens on the Property as of the date hereof.

MORTGAGORS' COVENANTS: The term "indebtedness" shall include all sums owed or agreed to be paid to Mortgagee by
Mortgagors or their successors in title, either under the terms of the Agreement as originally executed or as modified and amended by
any subsequent agreement or under the terms of this Mortgage or any supplement thereto. Mortgagors shall (1) repay to Mortgagee the
indebtedness secured by this Mortgage whether such sums shall have been paid or advanced at the date hereof or at any time hereafter;
(2) pay when due all taxes and assessments levied against the Property or any part thereof and to deliver receipts for such payments to
Mortgagee promptly upon demand; (3) To keep the buildings and improvements situated on the Property continually insured against fire
and such other hazards in such amount and with such carrier as Mortgagee shall approve, with loss payable to Mortgagee as its interest
may appear; (4) not commit nor suffer any strip, waste, impairment or deterioration of all or any part of the Property and maintain the
Property in good condition and repair; (5) comply with all applicable laws, ordinances, rules and regulations of any nation, state or
municipality and neither to use nor to permit the Property to be used for any unlawful purpose; (6) keep the mortgaged Property free
from liens superior to the lien of this Mortgage, except as listed above, and pay when due any indebtedness which may be secured by a
lien or charges on the Property superior to the lien of this Mortgage; (7) not to sell or convey the Property without the prior written
consent of Mortgagee; time being of the essence of this Mortgage and the Agreement; (8) consider any waiver of any right or obligation
under this Mortgage or the Agreement as a waiver of the terms of this Mortgage or of the Agreement, the lien of this

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Mortgage remaining in full force and effect during any postponement or extension of the time of payment of all or part of the indebtedness and (9) if ownership of any part of the Property becomes vested in a person or persons other than Mortgagors, deal without notice to Mortgagors with such successor or successors in interest with reference to this Mortgage and the indebtedness in the same manner as with Mortgagors.

Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste; (2) Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste; (3) asbestos has not been used as a building material on any building erected on the Property in the past; (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos. Mortgagor covenants and agrees to comply with all federal, state and local environmental laws in the maintenance and use of the Property. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Finance Charge rate in effect under the Agreement until paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, either before or after sale and without notice to Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of the Property during the pendency of such foreclosure suit; and the statutory period of redemption; and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership. Upon foreclosure and sale of the Property, there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees; all expenses of advertising, selling and conveying the Property; and all sums advanced for court costs, any taxes or other liens or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of the Property, including the foreclosure decree and Certificate of Sale. There shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagors. The purchaser at the sale shall have no duty to see to the application of the purchase money.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF Mortgagors have hereunto set their hands and seals this 29th day of October, 19 98.

CHICAGO TITLE LAND TRUST COMPANY
AS TRUSTEE AFORESAID, AND NOT PERSONALLY (Seal)

SEE ATTACHED EXPLANATORY (Seal)

CLAUSE FOR SIGNATURE (Seal)

STATE OF ILLINOIS)
) ss.:
COUNTY OF Cook)

ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that _____, personally known to me to be the same person _____ whose name _____ is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the instrument as _____ own 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 Notarial Seal this _____ day of _____, 19 _____.

Notary Public

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SCHEDULE A

"Description of Property"

Lot 1634 in Bartletts Greater Chicago Subdivision No. 3, being a Subdivision of part of the South 1/2 of the North 1/2 of the Northeast 1/4 of Section 15, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

10443 South Vernon
Chicago, Illinois 60628

Permanent Tax No. 25-15-208-014

This document prepared by: Deborah J. VonFeldt
9600 S. Cicero Ave
Oak Lawn, IL, 60453

Property of Cook County Clerk's Office

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 55185 ATTACHED TO AND MADE A PART OF THE MORTGAGE DATED 10/29/98, WITH BENEFICIAL MORTGAGE CO. OF ILLINOIS.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: 11/6/98

CHICAGO TITLE LAND TRUST COMPANY, as Trustee
Under Trust No. 55185

By: Susan Berber
Assistant Vice President

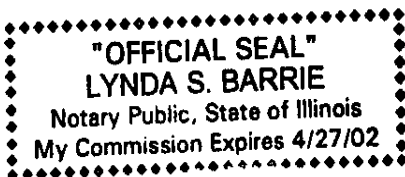
Attest:
By: Jacqueline Loftis
Assistant Secretary



State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this NOV 06 1998



Lynda S. Barrie
NOTARY PUBLIC