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1. The power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release, and convey to the Mortgagee, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to obtain at auction or otherwise, the cost and charges of such sale, and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or his heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the Mortgagee, be made an entire mortgage.

2. That, in the event the ownership of the mortgaged premises, or any part thereof, become vested in a person other than the Mortgagee, the Mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner violating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.

3. That, in the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.

4. That, in the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.

5. That, if there be default in delivering any insurance policy or in the payment of any tax, assessment or insurance premium the Mortgagee may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums and any amount so paid shall be added to said indebtedness and hereby secured and hereby payable to the Mortgagee forthwith with interest at the rate of seven per cent per annum.

6. That the whole of said principal sum shall, at the option of the Mortgagee, become due and payable after default for more than 30 days, in the payment of any installment of principal or interest upon said indebtedness, or any tax, assessment or insurance premium, anything to the contrary herein or in said note notwithstanding.

7. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee.

8. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and deliver the policies as issued to the Mortgagee with the premiums therefor paid in full.

9. To abstain from the commission of waste on the mortgaged premises, and keep the buildings thereon and equipment in good repair, and promptly comply with all laws and ordinances, regulations and requirements of the Municipality or other government, regulations effecting the mortgaged premises.

85302100

TITLE INSURANCE - ABSTRACTS - ESCROWS

10-25-206-002
027
19 85

Between GABOR MAJOR and CAROLE J. MAJOR, husband and wife, 2528 N. Estes, Chicago, Illinois, and EDWARDS BROTHERS, INC., 2500 S. State Street, Ann Arbor, Michigan, 48106 (hereinafter referred to as "THE MORTGAGOR," and herein referred to as "THE MORTGAGEE.")

City of Cook County, State of Michigan

described as LOT 14, LOT 13, and the North 5 feet of Lot 12 in Block 3 in Kelly and O'Brien's South Evanston Subdivision of the South half of the North half of the North east quarter of the North east quarter of Section 25, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECOND MORTGAGE

October

19 85

85302100

THE MORTGAGOR and EDWARDS BROTHERS, INC., 2500 S. State Street, Ann Arbor, Michigan, 48106

County of Cook State of Michigan

of Evanston

to secure the performance of the covenants hereinafter contained, and the payment of the principal sum of Fifty thousand (\$50,000) Dollars

to the Mortgagee, and with interest on all overdue interest from its maturity until paid at the rate of seven per cent per annum, payable (time of such default) with interest at the rate of seven per cent per annum, until the full payment of all sums owing hereon according to the terms of a promissory note of even date executed by Gabor Major and Carole J. Major, husband and wife, interest shall be paid at the rate hereon agreed, anything in said note to the contrary notwithstanding.

And the "Mortgagor" covenants with the "Mortgagee," while this mortgage remains in force, as follows:

1. To pay said indebtedness and the interest thereon in the time and in the manner above provided.

2. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee.

3. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and deliver the policies as issued to the Mortgagee with the premiums therefor paid in full.

4. To abstain from the commission of waste on the mortgaged premises, and keep the buildings thereon and equipment in good repair, and promptly comply with all laws and ordinances, regulations and requirements of the Municipality or other government, regulations effecting the mortgaged premises.

5. That, if there be default in delivering any insurance policy or in the payment of any tax, assessment or insurance premium the Mortgagee may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums and any amount so paid shall be added to said indebtedness and hereby secured and hereby payable to the Mortgagee forthwith with interest at the rate of seven per cent per annum.

6. That the whole of said principal sum shall, at the option of the Mortgagee, become due and payable after default for more than 30 days, in the payment of any installment of principal or interest upon said indebtedness, or any tax, assessment or insurance premium, anything to the contrary herein or in said note notwithstanding.

7. To pay all taxes and assessments levied on the land within thirty days after the same become due and payable, and deliver the official receipts therefor to the Mortgagee.

8. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by, and deliver the policies as issued to the Mortgagee with the premiums therefor paid in full.

9. To abstain from the commission of waste on the mortgaged premises, and keep the buildings thereon and equipment in good repair, and promptly comply with all laws and ordinances, regulations and requirements of the Municipality or other government, regulations effecting the mortgaged premises.

10. That, in the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the mortgagee.

11. That, in the event the ownership of the mortgaged premises, or any part thereof, become vested in a person other than the Mortgagee, the Mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the mortgagor, without in any manner violating or discharging the mortgagor's liability hereunder, or upon the debt hereby secured.

12. The power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, or insurance premiums, or any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release, and convey to the Mortgagee, good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds to obtain at auction or otherwise, the cost and charges of such sale, and the attorney fees provided by law, returning the surplus money, if any, to the Mortgagor or his heirs and assigns, and such sale or a sale pursuant to a decree in chancery for the foreclosure hereof may, at the option of the Mortgagee, be made an entire mortgage.

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, this 1st day of January, 1952.

CLERK OF COURT

COOK COUNTY, ILLINOIS

1952

10-22-50-200

011518608

RECEIVED

10-22-50-200

10-22-50-200

COOK COUNTY, ILLINOIS

CLERK OF COURT

1952

10-22-50-200

(General)

STATE OF CALIFORNIA }
COUNTY OF SOLANO } SS.

On OCT. 28TH, 1985 before me, the undersigned, a Notary Public in and for said State, personally appeared GABOR MAJOR, CAROLE J. MAJOR, AND WITNESSES CYNTHIA ROBERS AND LOIS HAMBALC

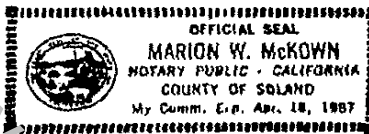
_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the personS ARE whose names THEY subscribed to the within instrument and acknowledged that THEY executed the same.

WITNESS my hand and official seal.

Signature Marion W. McKown

MARION W. MCKOWN
Name (Typed or Printed)

OFC-2056



(This area for official notarial seal)

STAPLE HERE

85302100

Property of Solano County Clerk's Office

82-905100

UNOFFICIAL COPY

10. Upon the request of the Mortgagor, the Mortgagee, at its option, may hereafter at any time before full payment of this mortgage, make further advances to the mortgagor and any such further advances with interest shall be secured by this mortgage and shall be evidenced by an additional note then to be given by the Mortgagor; the Mortgagee covenants and agrees to end with the Mortgagee to repay such further advances made in accordance with the note then executed; that such further advances and each note evidencing the same shall be secured by this mortgage and that all the covenants and agreements in this mortgage contained shall apply to such further advances as well as to the original principal sum herein recited.

The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns and successors of the parties.

Signed, Sealed and Delivered in Presence of:

Signed and Sealed:

Lois Hambric
LOIS HAMBRIC
Cynthia Rogers
CYNTHIA ROGERS

Gabor Major (L.S.)
Gabor Major
Carole J. Major (L.S.)
Carole J. Major
(L.S.)
(L.S.)
(L.S.)

FOR INDIVIDUALS
FOR CORPORATIONS

STATE OF MICHIGAN ILLINOIS
COUNTY OF COOK ss.

On this _____ day of October 19 85 before me appeared Gabor Major and Carole J. Major, husband and wife, to me known to be the person^s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed

My commission expires 19 _____

Notary Public, Cook County, Illinois

On this _____ day of _____ 19 _____ before me appeared _____

to me personally known, who being by me sworn, did (1) say that (2) the _____ of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said acknowledged said instrument to be the free act and deed of said corporation.

My commission expires 19 _____

Note: If more than one officer acknowledges insert at (1) "each for himself," and (2) "they are respectively"

Notary Public, _____ County, Michigan

Instrument Drafted by: E. Edward Hood
Burke, Rennell & Hood

Business Address: 101 West Liberty St., Suite 250
Ann Arbor, Michigan 48103

12.00 Rec- 59550 85302100 A - 29-85

MORTGAGE

12.00



Lawyers Title Insurance Corporation

When recorded return to



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