85316678

## INIOPPIOLAL

UNDER MORPHALL WERE 7 8
THIS INDENTURE WITNESSETH That the undersigned, Maryin Seiff and Joann Seiff, his wife, in joint tenancy
of 8738 Na Harding County of Cook Cook State of Illinois, hereafter referred to as "Mortgagors", do hereby convey and warrant to
XX BENEFICIAL MORTGAGE CO. OF ILLINOIS, INC.,  III BENEFICIAL ILLINOIS INC.,  (The box checked above identifies the Mortgagee)
a Delaware corporation qualified to do business in Illinois, having an office and place of business at
Lots 39 and 40 (except the North 10 feet thereof) in block 6 in Dempster Crawford Manor, a subdivision of that pert of the Northwest 4 of Section 23, Township 41 North, Range 13, East of the Third Principal Meridian, lying westerly of the East Prairie Road (except the south 17 4 chains) according to the plan thereof, recorded as document No. 9025818, in Cook County, Illinois.
PTN: 10-23-100-051 <b>5</b> Commonly known as: 8738 N. Harding Skokie, Illinois 60076
Document drafted by: Mona Balis 1010 Jorie Blvd RM 238 Oakbrook, Illinois 60521
Ope
TOCETHER with all the buildings and improvementation or hereafter erected on the Property and all appurtenances, apparatus 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 nortgage dated
TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the war and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which lights and benefits Mortgagors do hereby release and waive.
This Mortgage is given to secure: (1) The payment of a certain Indebt dness payably to the order of Mortgagee, evidenced by Mortgagors' promissory note or Loan Agreement (Note/Agreement) of even date prowith in the Actual Amount of Loan of \$50.000.00
It is the intention hereof to secure the payment of the total Indebtedness of Mortgagors to Mortgagors within the limits prescribed herein whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date or having then advanced, shall have been paid in part and future advances thereafter made. All such future advances so made small be liens and chall be secured by this Mortgage equally and to the same extent as the amount originally advanced on the security of the 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 Mortgagor by Mortgagors or their successors in title, either under the terms of the Note/Agreement as originally executed or as modified and amended by any subsequent note/agreement, or under the terms of this Mortgage or any supplement thereto. Mortgagors chall (1) repay to Mortgagee the ladebtedness secured by this Mortgage whether such sums shall have been paid or advanced at the date herrof 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) 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 Note/Agreement; (8) consider any waiver of any right or obligation under this Mortgage or the Note/Agreement as a waiver of the terms of this Mortgage or of the Note/Agreement, the lien of this 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.

If Mortgagors fail to pay, when due the righth) notation is on the Indebtedness in accordance with the terms of the Note/Agreement, Mortgagee, at its option, may destate the unpaid balance of the indebtedness immediately due and payable.

In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable.

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, or 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 Note/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 the mortgagee identified on the prior morigage. All payments made on the prior morigage by Morigagee shall bear interest at the Rate of Charge 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 tents, 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, and all expenses of advertising, selling and conveying the Property, all sums advanced for court costs, any taxes or other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy 💉 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 in we no duty to see to the application of the purchase money.

If Mortgagors voluntarily she's all 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 unpaid balance of the in a biedness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's (reditworthiness 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

If there be only one mortgo	**					er 6
IN WITNESS WHEREOF	Mortgagors have herei	nto set their hand	is and seals this .	6ht day	ofDecemb	er 19
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MORTGAGE

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BENEFICIAL ILLINOIS INC.

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