UNOFFICIAL COPY 85331227

THIS INDENTURE WITNESSETH That the July 25, 1980	e undersigned. Ht. Greenwood Bank	-Trust \$5-0350, Dated
July 25, 1980 of 3052 W. 111th, Chicago	County of Cook	State of Illinois
hereafter referred to as "Mortgagors", do h	ereby convey and warrant to	
□ BENI a	EFICIAL MORTGAGE CO. OF ILLINOIS, I EFICIAL ILLINOIS INC The bax checked above udertifles the Mortgagees	
a Delaware corporation qualified to do busine	ss in Illinois, having an office and place of bus	iness at 18119 Dixie Highway
Homewood situate in the County ofCook-	State of Illinois hereafter referred to	o as "Mortgagee", the following real property
of the Southwest quarter 14 East of the Third Prin	nidt & Waterman Subdivision of of Section 11, Township 36 Non ncipal Meridian lying South of Chicago, St. Louis, Pittsburgh	rth, Range the Southwesterly
in Cook Courty, Illinois.		The state of the s
		*0734 = B *-85-3312
70		
Also Known As: 1536'z Dob	son Avenue	
P.I.N.# 29-11-325-015 7	ho	
This Instrument Prepared	By: Debra Slawecki Beneficial Mortgage Co. of	of Illinois Inc
2900 E	18119 Dixie Righway Homewood, Ill. 60430	85-331227
TOCE THER with all the buildings and improfixures and the rents, issues and profits of the		
If this box is checked, this Mortgage is su Mortgagors to	bject to a prior (nortgage dated	19executed by
as mortgagee, which prior mortgage secures	payment of a promissor, note in the princip	al amount of \$
prior mortgage was recorded on County, II	linos in Book i Mortgages at p	19 with the Register of Deeds of Dage
TO HAVE AND TO HOLD the Property unti- benefits under the Homestead Exemption la-	o Mortgagee forever, for the uses and purpo	ses herein set forth, free from all rights and
waive.		der the reduce of Mantanana anidomical has
This Mortgage is given to secure: (1) The Mortgagors' promissory note or Loan Agre	eement (Note Agreement) of even date of	with in the Actual Amount of Loan of
\$ 54,000.00 together with intere	st on unpaid balances of the Actual Amo	may of Loan at the rate set forth in the
Note Agreement and, (2) any additional ad- cancellation of this Mortgage, and the paymer	vances made by Mortgagee to Mortgagors nt of any subsequent Note Agreement eviden	or their successors in title, prior to the cing the same, in accordance with the terms
thereof; provided, however, that this Mortga hundred thousand dollars (\$200,000,00) plus	age shall not at any time secure outstandin	ng principal obligations for more than two
It is the intention hereof to secure the paym	nent of the total Indebtedness of Mortgagori	s to Mortgage of ain the limits prescribed
herein whether the entire amount shall have advanced, shall have been paid in part and fu	e been advanced to Mortgagors at the date iture advances thereafter made. All such futu:	re advances so made shall be liens and shall
be secured by this Mortgage equally and to the is expressly agreed that all such future advan	ne same extent as the amount originally advar	nced on the security of the Mortgage, and it
MORTGAGORS' COVENANTS: The term		
Mortgagors or their successors in title, either amended by any subsequent note agreement		
(1) repay to Mortgagee the Indebtedness secu	ire I by this Mortgage whether such sums sh	all have been paid or advanced at the date
hereof or at any time hereafter; (2) pay when deliver receipts for such payments to Mortga		
Property continually insured against fire and	such other hazards, in such amount and wil	th such carrier as Mortgagee shall approve,
with loss payable to Mortgagee as its interest i	may appear: (4) not commit nor suffer any str	ip, waste, impairment or deterioration of all

amended by any subsequent note 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) 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 self or 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, he nonthly instalments on the ladebtedness in a corda co will the terms of the Note Agreement, Mortgagee, at its option, may declare the unique balance of the Ladebtedness immediately one 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 mortgage. All payments made on the prior mortgage by Mortgagee shall bear interes: at the Rate of Charge until paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such such 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 plaintiffs 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 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 Mortgagots 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 in. Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the unpaid balance of the Property is permitted because the purchaser's preditworthiness 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 Note/Agreement.

If there be only one mortgagor, all plural word; herein referring to Mortgagors shall be construed in the singula:

IN WITNESS WH	EREOF	Mortga	gors hav	e herei i	nto set	their har	nds and seals this 17th day of December 19.85
							Mount Greenwood Bank as Trustee U/T/A dtd. 7/25/80 & known as Tr. No. 5-0350 (Seal)
						4	1. Courselle
						1	2 Vice President
STATE OF	ILLIN	ois					Dresto Cara (Seal)
COUNTY OF	Соок	- }	55.	•			Trust Officer
		,	l		the	undei	rsigner
		a No	tary P	ablic, i			id County, it the State aforesaid, DO HEREBY CERTIFY
		tha!.			Ra	ndall	D. Ytterberg
		• • • • • •	• • • • • • • • • • • • • • • • • • • •	; 1	Vice-P	residen	it of Mount Greeny cod Bank, and
		scrit respe and and there that, ate s as the	eed to the ectivel deliver volunts in set	te forepy, appeared the lary act forth; said I and verein s	ersona going: eared said of s and cust Bank colunt set for der m	affy knoinstrum before of instru- aid Ba the said to said ary act rth.	Assistant Trust Officer of said own to me to be the same persons whose names are subject as such Vice-President, and Assistant Trust Officer, methis day in person and annowledged that they signed ment as their own free and voluntary act and as the free sok, as Trustee as aforesaid. For the uses and purposes id Assistant Trust Officer, then and there acknowledged of the conporate seal of said Bank, it a uffix the couporlinstrument as
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MORTGAGE	52 W. 111th	h1cago, 111. 60655	0)	BENEFICIAL HAINOIS INC.	18119 Dixie Highway	Нотежоод, 111. 60430	And most fourier special agreements and the transport of