

**REAL PROPERTY MORTGAGE
UNOFFICIAL COPY**

GRANTEE:

MERITOR CREDIT CORPORATION
11311 CORNELL PARK DR.
SUITE 400
CINCINNATI, OHIO 45242

~~LOAN COPY~~ 22370

ANNIE DELL HART AND
ERNEST HART, HER HUSBAND
301 W. 106TH ST.
CHICAGO, ILL. 60628

DATE OF LOAN

ACCOUNT NUMBER
2052-1

86522870

OPEN END MORTGAGE. MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 22000.32

KNOW ALL MEN BY THESE PRESENTS: That the above named Grantor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Grantee do hereby grant, bargain, sell and convey with "mortgage covenants" to the said Grantee and its assigns forever,

the following described real estate situated in the County of **COOK**, State of Illinois, to wit:

LOTS 76 AND 77 IN JOHNSON'S SUBDIVISION OF LOT 26 (EXCEPT THE WEST 33 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 25-16-212-00 VOL. 458

S.B. #16

86522870

and all the estate, right, title and interest of the said Grantor(s) in and to said premises, to have and to hold the same, with all the privileges and appurtenances thereto belonging to said Grantor and his assigns forever. And the said Grantor(s) do hereby covenant and warrant that the title so expressed is clear, free and unencumbered and that there will be no further claim against all lawful claims of all persons whomsoever.

This conveyance is made to secure the payment of \$ 2219.32, plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances made by the C. Owner at any time before the entire indebtedness secured hereby shall be paid in full, either as a loan from the said Owner, or otherwise, of the sum of One Thousand Two Hundred and Sixty Dollars, or thereabouts, thereof or both.

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is **TWENTY-TWO THOUSAND
DOLLARS & 32/100** Dollars. In addition to any other debt or obligation secured hereby, this mortgage shall secure unpaid balances
of all other debts, obligations and accounts, now existing or hereafter arising, which may be required for the protection of the mortgagee.

Grantor(s) shall maintain all buildings and improvements now or hereafter forming part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all restrictions of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority.

Grantor(s) shall not, without the prior written consent of the Grantee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other sum or amount now required to be paid under the terms of any other Prior Mortgage or modifies any provision thereof.

Grantor(s) shall promptly notify the Grantee in writing upon the receipt by the Grantor(s) of any notice from the grantee under any other Prior Mortgage claiming any default in the performance or observance of any of the terms, covenants or conditions on the part of the Grantor(s) to be performed or observed under any other Prior Mortgage.

Grantor(s) shall execute and deliver, on request of the Grantee, such instruments as the Grantee may deem useful or required to permit the Grantee to cure any default under any other Prior Mortgage, or permit the Grantee to take such other action as the Grantee considers desirable to cure or remedy the matter in default and preserve the interest of the Grantee in the mortgaged property.

The whole of the said principal sum and the interest shall become due at the option of the Grantor, (1) if the Grantor(s) fails to pay any installment of principal or interest on any other Prior Mortgage within two days after the same is due, or if the Grantor(s) fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage, or (2) if the Grantor(s) fails to repay to the Lender on demand any amount which the Grantor may have paid on any other Prior Mortgage with interest thereon, or (3) should any suit be commenced to foreclose any mortgage or lien on the mortgaged property, or (4) if the Grantor(s) transfers any interest in the mortgaged property without the written consent of the Grantee.

The generality of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Grantor(s) which are also required of the Grantor(s) under any other Prior Mortgage.

IN WITNESS WHEREOF, the said Grantor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises, have hereunto set their hands this date:

Annie Dee Hart 10-29-86
X Grantor ANNIE DEE HART (Date)
X Spouse ERNST HART (Date) 10-29-86
X Grantor *Annie Dee Hart* 10-29-86 (Date)
X Spouse (Date)

Digitized by srujanika@gmail.com

UNOFFICIAL COPY

DEPT-01 RECORDING \$12.25
TM1111 TRAN 0172 11/06/86 13:26:00
#0368 N C **-86-522870
COOK COUNTY RECORDER

01822870

Property of Cook County Clerk's Office
-86-522870

1200

MORTGAGE

TO

Rec'd for Record

at

and recorded

Recorder of _____ County, Illinois

RELEASE

THE CONDITIONS of the within instrument
correspond with the undersigned hereby
the same this

day of _____

By _____
PRESIDENT

Attest _____
SECRETARY

REAL PROPERTY MORTGAGE

GRANTEE:

MERITOR CREDIT CORPORATION
11311 CORNELL PARK DR.
SUITE 400
CINCINNATI, OHIO 45242

GRANTOR(S): 2 2 3 7 0

ANNIE DEE HART AND
ERNEST HART, HER HUSBAND
301 W. 106TH ST.
CHICAGO, IL. 60628

DATE OF LOAN
10/29/86ACCOUNT NUMBER
2057-1

86522870

OPEN END MORTGAGE MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 22000.32

KNOW ALL MEN BY THESE PRESENTS. That the above named Grantor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Grantee do hereby grant, bargain, sell and convey with "mortgage covenants" to the said Grantee and its assigns forever,

the following described real estate situated in the County of COOK, and State of Illinois, to wit

LOTS 76 AND 77 IN JOHNSONS SUBDIVISION OF LOT 26 (EXCEPT THE WEST 33 FEET THEREOF) IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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S.B. 716

86522870

and all the estate, right, title and interest of the said Grantor(s) in and to said premises, to have and to hold the same, with all the privileges and appurtenances thereto belonging to said Grantor(s) and its assigns forever. And the said Grantor(s) do hereby covenant and warrant that the title so conveyed is clear, free and unencumbered and that they will defend the same against all lawful claims of all persons whomsoever.

This conveyance is made to secure the payment of \$ 2310.32 plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances made by the Grantee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Grantee, a refinancing of the unpaid balance of the loan stated above, or a renewal thereof or both.

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is TWENTY TWO THOUSAND .. DOLLARS & .32/100 Dollars. In addition to any other debt or obligation secured hereby, this mortgage shall secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or other costs incurred for the protection of the mortgaged premises.

Grantor(s) shall maintain all buildings and improvements now or hereafter being part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all restrictions of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority.

Grantor(s) shall not, without the prior written consent of the Grantee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any other Prior Mortgage or modifies any provision thereof.

Grantor(s) shall promptly notify the Grantee in writing upon the receipt by the Grantor(s) of any notice from the grantee under any other Prior Mortgage claiming any default in the performance or observance of any of the terms, covenants or conditions on the part of the Grantor(s) to be performed or observed under any other Prior Mortgage.

Grantor(s) shall execute and deliver, on request of the Grantee, such instruments as the Grantee may deem useful or required to permit the Grantee to cure any default under any other Prior Mortgage, or permit the Grantee to take such other action as the Grantee considers desirable to cure or remedy the matter in default and preserve the interest of the Grantee in the mortgaged property.

The whole of the said principal sum and the interest shall become due at the option of the Grantee: (1) if the Grantor(s) fails to pay any installment of principal or interest on any other Prior Mortgage within five days after the same is due, or if the Grantor(s) fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage, or (2) if the Grantor(s) fails to notify the Grantee on demand to demand any amount which the Grantee may have paid on any other Prior Mortgage with interest thereon, or (3) should any suit be commenced to foreclose any mortgage or lien on the mortgaged property, or (4) if the Grantor(s) transfer any interest in the mortgaged property without the written consent of the Grantee.

The generality of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Grantor(s) which are also required of the Grantor(s) under any other Prior Mortgage.

IN WITNESS WHEREOF, the said Grantor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises, have hereunto set their hands this date.

<input checked="" type="checkbox"/> Grantor	ANNIE DEE HART	10-29-86	(Seal)
<input checked="" type="checkbox"/> Spouse	ERNEST HART	10-29-86	(Date)
<input checked="" type="checkbox"/> Grantor	ANNIE DEE HART	10-29-86	(Date)
<input checked="" type="checkbox"/> Spouse			(Date)
<input checked="" type="checkbox"/> Grantor			(Seal)
<input checked="" type="checkbox"/> Spouse			(Date)

STATE OF ~~MISSOURI~~ ILLINOIS }
COUNTY OF COOK..... } ss

Be It Remembered, That on the 29th day of OCTOBER 1986 - before me, the subscriber, a Notary Public in and for said county, personally came ANNIE DEE HART and ERNEST HART, her husband the Grantor(s) in the foregoing mortgage, and acknowledged the signing thereof to be their voluntary act.

This instrument was prepared by MERITOR CREDIT CORPORATION In Testimony Whereof, I have hereunto subscribed my name, and 11311 CORNELL PARK DR. SUITE 400 affixed my notarial seal, on the day and year last aforesaid. CINCINNATI, OHIO 45242

UNOFFICIAL COPY

DEPT-01 RECORDING \$12.25
101111 TRAN 0172 11/06/86 13.26.00
#0368 N C **-86-522870
COOK COUNTY RECORDER

0172522870

120

Property of Cook County Clerk's Office 086 522870

TO

MORTGAGE

Recorder _____
of _____ County, Illinois

Rec'd for Record

at _____ o'clock _____ M

and recorded

RELEASE

THE CONDITIONS of the within mortgage having been
complied with, the undersigned hereby releases and releases
the same this _____ day of _____ 19_____.

By _____ PRES'DY

Attest _____
SECRETARY _____