UNOFFICIAL COPYGOS3650 ESSETH That the undersigned. Michael J. Miller and Mergaret J. Miller,

THIS INDENTURE WITNESSETH That the undersigned,

of Richton Park

County of Cook

. State of

Illinois, hereafater referred to as "Mortgagors", do hereby convey and warrant to BENEFICIAL ILLINOIS INC., a Delaware corporation qualified to do business in Illinois, having an office and place of business at 9600 S. Cicero Avenue,

Oak Lawn situate in the County of Cool , Illinois, hereafter referred to as "Mortgagee", the following real property

, State of Illinois, hereafter referred to as the "Property", to wit:

Lot 19 in Burnside's Lakewood Manor Unit Number 14, a Subdivision of the East 20 acres of the South 120 acres of the South West 1/4 (except that part taken for approach to Illinois State Route 57) of Section 28, also the West 316.35 feet of the South 1/2 of the South East 1/4 of said Section 28, Township 35 North, Range 13 East of the Third Principal Meridian, In Cook County, Illinois.

. DEPT-01 RECORDING \$11.25
. T\$2222 TRAN 0005 03/04/86 10:15:00
. \$0083 \$ B #-86-083650

componly krown as: 22119 Hillside Dr Parcel No 31-28-402-019

Prepared by:

Judy Composono

Beneficial Illinois Top-9600 S. Cicero Avenue Oak Lawn, Illinois 6045

TOGETHER with all the buildings and improvements now or homester 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 mortgage dated July 5 , 19 79 , executed by Mortgagors to First Faderal of Chicago as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ 69,700.00 . That prior mortgage was recorded on July 5 , 1979 with the Register of Deeds of County, Illinois in Book of Mortgage at page document, no. 25035617

TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the uses and purroses herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which rights and 1 enefits Mortgagors do hereby release and waive.

This Mortgage is given to secure a Credit Line Account Agreement of even date herewith (here ite: referred to as the "Agreement") by which the Mortgagee is obligated to make loans and advances pursuant to Sections 4.1 to 4.2a (hipter 74, Illinois Statutes, up to \$ 16.300 , hereafter referred to as the "Line of Credit", provided, however, that this Mortgage shall not at any time secure outstanding principal obligations for more than two hundred thousand (\$200,000.00) dollars.

It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to Mortgago 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 been advanced, shall have been paid in part and future advances thereafter made. 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 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.

Mortgagore herein, expressly of yen us a season to prevent any default in the payment of any instalment of principal of any instreet on the prior mortgage, should Mortgagor die, or should any suit be commenced or other action taken to foresions 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 Mortgages and in ancordance with the Agreement. Mortgages, at its option, may pay the cohedischmonthly instalments on the prior mortgage and to the extent of the amount so paid, become subrogated to the rights of mortgages identifies on the prior mortgage by Mortgages shall bear interest at the Finance Charge rate in all 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 line either before or after sale and without notice to Mortgagors, appoint a receiver with power to manage, rent and collect the renta, issues and profits of the Property during the pendency of such foreclosure suit, and the statutory period of redemption, and such rema, 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, insufance or other items necessary for the protection and preservation of the Property, tackeding the expenses of such receivership. Upon Biblestone and sale of the Property there shall first be paid out of the proceeds of such as a reasonable sum for plaintiff a storiety a loss, and all expenses of advertising, selling and conveying the Property all same always and for court casts, any these of office leases basis and not take costs, any these of office leases basis and not take costs, and the costs, and the costs of procuring or completing on abstract of the title guaranty policy or Torrens Cartificate showing the complete title of the Property, including the foreclosure decree and Cartificate of Sale; there shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagess. The purchaser at the sale shall here no daily to see to the application of the purchase money. If Mostgagers undertheily shall sell as convey the Property, in whole or in part, or any interest in that Property or by seems act or mean divest the majority of title to the Property without obtaining the written consent of Mortgages, then Mortgages, at its option, as declare the entire believes of the less plus interest on the balance immediately due and payable. This option shall not apply if (1) if sais of the Property is a minute because the purchaser's creditworthiness is satisfactory to Mortgages and (2) that purchases, prior the sais, has executed a rittum assumption agreement containing terms prescribed by Mortgages including, if required, an increase the rate of interest payer a trades the Agraement. If there he only one mort of the all plans words havein referring to Mortgagors shall be construed in the singular. IN WIENESS. WHERE C. Morigingers have hereunto set their hands and seals this 23th 144 John Charles ACV / WLEDGMENT I, a Notary Public, in and for the county in the state afores aid do hereby certify that Michael J. Millar. Margaret J. Miller, his wife personally known to me to be the same person a who name subscribed to the foregoing instrument appeared before me this day in person and acknowledged that signed, sealed and delivered the instrument is Charlet own free and voluntary act for the uses and purposes therein set for including the release and waiver of the right of homested. Given under my hand and Natural Saal this ... 25th day of ____ The second secon Pfor. Tible soft and Danusch as a ting Mily a deal of the following in a stages there, it tings. The court of the principle of attended Programme Section 1995