

REAL PROPERTY MORTGAGE

UNOFFICIAL COPY

406 485 10P1 CWS

GRANTEE: Meritor Credit Corporation 11311 Cornell Park Dr. Suite 400 Cincinnati, Ohio 45242

GRANTOR(S) 2 4 5 1 Fred Daniel and Rosetta Daniel, his wife 10656 S. Peoria Chicago, IL 60643

DATE OF LOAN 1/15/87

ACCOUNT NUMBER 20956-9

87032451

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 26187.00

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:

Lot 35 (Except North 22 feet) and North 27-1/2 feet of Lot 36 in Wells and Nash's Resubdivision of blocks 5, 6, 11 and 12 in Subdivision of South 1/2 of Northeast 1/4 of Northeast 1/4 and Southeast 1/4 of Northeast 1/4 of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax No. 25-17-228-051

Property 20956-9

87032451

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 thereunto 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 \$ 26187.00 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 Six Thousand One Hundred Eighty Seven and 00/100 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 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 requirements 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 repay to the Grantee on 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.

Signature of Fred Daniel 1-15-87 (Seal)
Signature of Rosetta Daniel 1-15-87 (Seal)
X Grantor (Date) (Seal)
X Spouse (Date)
X Grantor (Date) (Seal)
X Spouse (Date)

STATE OF Illinois
COUNTY OF Cook

Be It Remembered, That on the 15 day of January 1987 before me, the subscriber, a Notary Public in and for said county, personally came Fred Daniel and Rosetta Daniel, his wife the Grantor(s) to the foregoing mortgage, and acknowledged the signing thereof to be their voluntary act.

This instrument was prepared by: Meritor Credit Corporation 11311 Cornell Park Dr. Suite 400 Cincinnati, Ohio 45242

In Testimony Whereof, I have hereunto subscribed my name, and affixed my notarial seal, on the day and year last aforesaid.

Signature of Notary

NOTARY

Commission Expires N.Y. 23, 1988

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Property of Cook County Clerk's Office
87032451

DEPT-01 RECORDING \$13.25
T#3333 TRAN 3791 01/16/87 12:11:00
#7508 # A * ~~87~~ 032451
COOK COUNTY RECORDER .

13-25

MORTGAGE

TO

Rec'd for Record

at _____ o'clock _____ M.

and recorded

Recorder
of _____ County, Illinois

RELEASE

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

By _____
PRESIDENT

Attest:
15873048
SECRETARY