

REAL PROPERTY MORTGAGE
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408238/1017

GRANTEE:
MERITOR CREDIT CORPORATION
11311 CORNELL PARK DR
SUITE 400
CINCINNATI OHIO 45242

GRANTOR(S)
JOHN L. PIENIA
CATHERINE E. PIENIA, HIS WIFE
5441 SOUTH AVERS
CHICAGO IL 60632

DATE OF LOAN
3/11/1987

ACCOUNT NUMBER
21091 4

87135484

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 28881.29

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 31 (EXCEPT THE SOUTH 5 FEET THEREOF) AND THE SOUTH 10 FEET OF LOT 32 IN BLOCK 2 IN HAWTHORNE'S 55TH STREET ADDITION TO CHICAGO, BEING THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 19-11-229-055 VOL. 385.

ALSO KNOWN AS 5441 SOUTH AVERS CHICAGO IL 60632

DEPT-01 \$11.25
T90003 TRAN 0644 03/12/87 13:23:00
\$1455 ± C *-87-135484
COOK COUNTY RECORDER

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 Grantee 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 \$ 28831.29 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 EIGHT THOUSAND EIGHT HUNDRED EIGHTY ONE DOLLARS 29/100 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 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 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.

X John L. Pienta 3-11-87 (Seal)
Grantor JOHN L. PIENIA (Date)
X Catherine E. Pienta 3/11/87
Spouse CATHERINE E. PIENIA (Date)
X _____ (Date) (Seal)
Grantor _____ (Date)
X _____ (Date) (Seal)
Spouse _____ (Date)
X _____ (Date) (Seal)
Grantor _____ (Date)
X _____ (Date) (Seal)
Spouse _____ (Date)

STATE OF ~~MISSISSIPPI~~ ILLINOIS
COUNTY OF ~~COOK~~ DuPage } SS
Be It Remembered, That on the 11 day of MARCH 19 87
said county, personally came JOHN L. PIENIA and CATHERINE E. PIENIA
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
11311 CORNELL PARK DR
SUITE 400
CINCINNATI OHIO 45242
Mail to: ARA

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

87135484

87-135484

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MORTGAGE

TO

Rec'd for Record

at _____ o'clock

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:

SECRETARY
18652128

