GRANTEE: Norman D. Arnold Jr. and Busband & Meritor Credit Corporation Mary J. Arnold 8657 Nerrill 11311 Cornell Park Drive Wife Suite 400 45242 Niles, Illinois 60648 Cincinnati, Ohio ACCOUNT NUMBER DATE OF LOAN 5-7-87 21231 - 6OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 74,242 \$7252588 KNOW ALL MEN BY THESE PRESENTS: That the above named Grantor(s), in consideration of the principal amount of toan stated below to them in hand paid by the above named Grantee do hereby grant, bargain, sell and convey with "mortgage covenants" to the sald Grantee and its assigns forever, and State of Illinois, to wit: the following described real estate situated in the County of... Lor 2 and the West 1/2 of the Vacated Alley Lying East and adjoining Lot 2 in Callero & Catino's Resubdivision of part of 7th Addition to Grennan Heights being a Subdivision in the West 1/2 of the Northwest 1/4 of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County Illinois. 8657 Merrill Niles, Illinois 60648 Also, known est DEPT-01 Permanent Tax I.D.# 09-24-105-055 TRAN 4785 05/11/87 13:2500 C \*-87-252588 T#0003 \$3210 ¢ € COOK COUNTY RECORDER and all the estate, right, the and interest of the sold Grantor(s) in and to said premises. To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said Grantos 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 the / will defend the same against all lawful claims of all persons whomsoever This conveyance is made to secure the payment of \$74, 242, 47 plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances in ade 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 C for inpaid balance of the loan stated above, or a removal thereof or both. The maximum amount of unpaid lean indebtedness, exclusive only cost thereon, which may be outstanding at any time is

Two & 47/100

Dollars, in addition to any of her debt or obligation secured hereby, this morningage 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 to ming part of the property hereinabove described in constant repair and in hi condition for their proper use and occupancy and shall comply with all reatrictions of record and all statues, 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 tuture advances or waives, postpones, extends, rid does 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. Frior 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, convenants 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 rise 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 mutter 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 he Granter(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 Granter(s) fails (1) x keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage; or (2) if the Granter(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 by commenced to foreclose any mortgage or lian on the mortgaged property; or (4) if the Granter(s) transfer any interest in the mortgaged property without the written consent of the The generality of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this hard age 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 exemptic nin said premises, have hereunto set their hands this date Norman D. Arnold (Dato) Arnold Mary (Date) Spouse (Seni) (Date) Grantor

Spouso STATE OF Illinois COUNTY OF ... Cook ...... and hry I Arnold Discussion and losses of the last of Be It Remembered, That on the 7th day of Nay\_ Norman D. Arnold Jr. sald county, personally came ....

This instrument was prepared by: Meritor Credit Corporation

11311 CornellPark Drive Suite 400

45242 Cincinnati, Ohiol

the Grantor(s) in the loregoing mortgage, and acknowleded the signing thereof to be their voluntary act.

Kay Knecht

7-10-85

affixed my notarial seal, on the day and year last aforesald

In Testimony Whereof, I have hereunto subscribed my name, and

C.O. #F30505

(Date)

12.35

ASSESS ! HVR-13-3-ILL (7/84)

MAIL

## **UNOFFICIAL COPY**

Property of County Clerk's Office

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MORTGAGE

compiled with, the undersigned hereby cancels and releases THE CONDITIONS of the within mortgage having been