**GRANTEE:** 

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## REAL PROPERTY MORTGAGE GH INTORIE)

MERITOR CREDIT CORPORATION 11311 CORNELL PARK DRIVE, SUITE 400 CINCINNATI, OH 45242

KOCCO AQUINO AND ,HIS WIFE JOSEPHINE AQUINO, AS JOINT TENANTS 2324 W. POLK ST. CHICAGO, IL 60612

DATE OF LOAN 6/10/87

ACCOUNT NUMBER 21324 9

87318572

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 40188,68

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,

CCCK the following described real estate situated in the County of\_

THE WEST 24-66/100 FEET OF SUB-LOTS 13 TO 16 INCLUSIVE AND THE SOUTH 2 FEET OF THE WEST 24-66/100 FEET OF SUB-LOT 17 OF LOT 2 IN FOSTER'S SUBDIVISION OF BLOCKS 3 AND 14 OF MORRIS AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO: 17-18-305-023

ALSO KNOWN AS:

232' W. POLK ST. CHICARO, IL 60612

and all the estate, right, title and interest of the faid 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 \$ 10180 68 plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances milde 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 (1) 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 <u>FORTY\_THOUSAND</u>.

ONE\_HUNDRED\_EIGHT\_AND\_68/100 Dollars. In addition to any other combination 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 orning part of the property hereinabove described in constant repair and in tit condition for their proper use and occupancy and shall comply with all restrictions 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 ac element or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, er uces 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 a synulice 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 may deem useful or required to permit the Grantee to cure any default under any other Prior Montgage, or permit the Grantee to take such other action as the Crantee 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 (h. Grantor(s) lials 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) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) hals to the prior Mortgage within five days after the same is due, or if the Grantor(s) half to the prior Mortgage within five days after the same is due, or if the Grantor(s) half the grantor(s) other covenants, conditions, or agreements contained in any other Prior Mortgage; or (2) if the Grantor(s) fails to reply 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 lien on the mortgaged property; or (4) if the Grantor(s) transfer any interest in the mortgaged property vite out the written consent of the

The generality of the provisions of this section relating to the Prior Mortgage shall not be fimiled by other provisions of this Mcrtgage 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

	- K.H.		
×	Grantor process Actions A	(Date)	(Seal
×	Spouse SEPHINE AQUINO	(Date)	187
×	Grantor	(Date)	. (Seal
x	Spouse	(Date)	
x	Grantor	(Date)	. (Seat
×	Spouse	(Date)	-

STATE OF OHIO IL COUNTY OF .... COOK

Se it Remembered, That on the 101H day of RINE. 19\_87\_ before me, the subscriber, a Notary Public in and for said county, personally came \_\_\_ROOOD\_AOLITNO and JOSEPHINE AQUINO

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

This instrument was prepared by MERITOR CREDIT CORPORATION

11311 CORNELL PARK DRIVE, SUTTE 400 CINCINNATI OH 45242 MA (T

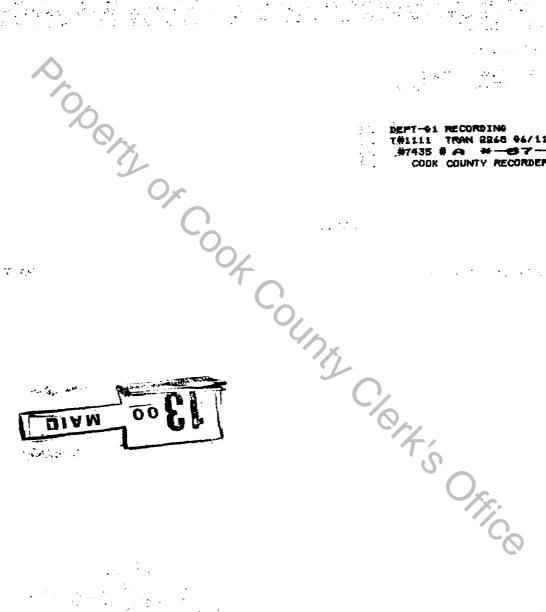
RONDA ALLEN (7/84)

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

C.O. #F30505

## JNOFFICIAL COPY

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complied with, the undersigned hereby cancels and releases Rec'd for Record