

UNOFFICIAL COPY

450066 10/17

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

GRANTOR(S): NATIONAL BANK OF AUSTIN, AS TRUSTEE, UNDER  
TRUST AGREEMENT DATED FEBRUARY 23, 1979 AND  
KNOWN AS 'TRUST' NO. 5913



DATE OF LOAN  
6/18/87

ACCOUNT NUMBER  
21348-8

87335786

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 105478.87

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 33 (EXCEPT THE NORTH 16 FEET THEREOF), ALL OF LOT 32, AND THE NORTH 10 FEET OF LOT 31 IN BLOCK 2 IN EVANSTON MANOR, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO: 10-15-41-036 VOL. 113

ALSO KNOWN AS: 9045 N. KILDARE ST.  
SKOKIE, IL 60076

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 \$ 105478.87 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 ONE HUNDRED FIVE THOUSAND FOUR HUNDRED SEVENTY EIGHT AND 87/100 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 lit 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 a 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 comply with 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 Austin Bank of Chicago formerly known as ~~XXXXXX~~ as the NATIONAL BANK OF ~~XXXXXX~~  
x AUSTIN trustee under a trust agreement ~~XXXXXX~~  
x ~~XXXXXX~~ dated 02/23/79 and known as ~~XXXXXX~~ trust No. 5913  
x ~~XXXXXX~~ (Seal)  
x BY: [Signature]  
x ~~XXXXXX~~ Vice President ~~XXXXXX~~  
x ATTEST: Amelia T. Chiri (Seal)  
x ~~XXXXXX~~ Operations Officer ~~XXXXXX~~

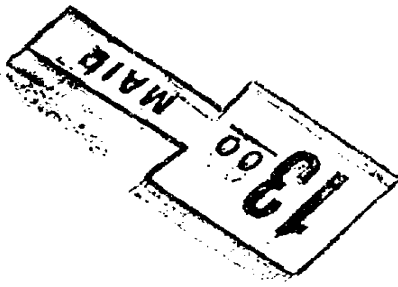
87335786

STATE OF ILLINOIS }  
COUNTY OF Cook }  
the undersigned  
Rudolph C. Schoppe  
Vice-President, Trust Officer of the AUSTIN BANK OF CHICAGO, CHICAGO, ILLINOIS, ~~XXXXXXXXXXXXXX~~  
~~XXXXXX~~ and ~~XXXXXX~~ of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such  
Amelia T. Chiri, Operations Officer ~~XXXXXX~~  
Rudolph C. Schoppe  
Operations Officer ~~XXXXXXXXXXXXXXXXXX~~  
I, ~~XXXXXX~~, did also then and there acknowledge that he, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank to said instrument as her own free and voluntary act and as the free and voluntary act of said bank for the uses and purposes therein set forth.  
Given under my hand and Notarial Seal this 18th day of June, 1987

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Property of Cook County Clerk's Office

87335786



DEPT-01 RECORDING \$13.25  
T#1111 TRAN 4098 06/19/07 10:01:00  
#1415 # A \*-07-335786  
COOK COUNTY RECORDER

98753228

MORTGAGE

TO

Rec'd for Record

at \_\_\_\_\_ o'clock

and recorded

Recorder \_\_\_\_\_  
of \_\_\_\_\_ County, Illinois

### RELEASE

THE CONDITIONS of the within mortgage having been  
compiled with, the undersigned hereby cancels and releases  
the same this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

By \_\_\_\_\_  
PRESIDENT

Attest: \_\_\_\_\_  
SECRETARY