MORTGAGEE:

MERITOR CREDIT CORPORATION 11311 CORNELL PARK DR. SUITE 400 CINCINNATI, OHIO 45242

LASALLE NATIONAL BANK, AS TRUSTEE, UNDER TRUST AGREEMENT DATED MAY 26, 1976 AND KNOWN AS TRUST NO. 50899. & NOT IND.

| DATE    | OF | LOAN |  |  |  |  |
|---------|----|------|--|--|--|--|
| 12/7/88 |    |      |  |  |  |  |

ACCOUNT NUMBER

23012-8

-88-573442

OPEN END MORTGAGE. MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ .....41921.50.

KNOW ALL MEN BY THESE PRESENTS: That the above named Mortgagor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Mortgagee do hereby grant XXXXXXXI. self and convey with "mortgage covenants" to the said Mortgagee and its assigns

forever, the following described real estate situated in the County of

COOK

THE EAST 1/2 OF LOT 11 AND THE WEST 18 3/4 FEET OF LOT 12 IN THE SUBDIVISION OF LOT 8 AND THE WEST 88 FEET OF LOT 7 IN BLOCK 1 IN ANDERSON VILLE IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 14-07-104-021

ALSO KNOWN AS 16/6 W. WINONA CHICAGO. IL

DEPT-01 T#1111 TRAN 6678 12/13/88 69 24.60 #0341 # A \*--68-673442 COOK COUNTY REGURDER

and all the estate, right, tille and interest of the se d sortgagor(s) in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said Mortgar oe and its assigns forever. And the said Mortgagor(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 \$. 41221...50 , plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances have by the Mortgagee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Mortgagee, a refriancing of the unpaid balance of the loan stated above, or a renewal thereof or both

The maximum amount of unpaid loan indebtodgess, exclusive of ... Set thereon, which may be outstanding at any time is FORTY ONE. THOUSAND NINE HINDRED TWENTY ONE Dollars in addition to any tither debt or obligation secured hereby, this mortgage shall secure unpaid balances of advances made for the payment of taxes, assessments, insurance promises or other costs incurred for the protection of the mortgaged premises.

Mortgagor(s) shall maintain all buildings and improvements now or hereafter or, ning part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all ristrictions of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority

Mortgagor(s) shall not, without the prior written consent of the Mortgagee, enter into any egreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, occurs 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

Mortgagor(s) shall promptly notify the Mortgagoe in writing upon the receipt by the Mortgagor(s) of any notice from the Mortgagoe under any other Prior Mortgago claiming any default in the performance or observance of any of the terms, coven into or conditions on the part of the Mortgagor(s) to be performed or observed under any other Prior Mortgage

Mortgagor(s) shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee, hay dhem useful or required to permit the Mortgagee to cure any default under any other Prior Mortgage, or permit the Mortgagee to take such other action us the Mortgagee considers desireable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged property.

The whole of the said principal sum and the interest shall become due at the option of the Mortgagee (1) if the Ascrtgagor(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 Mortgagor(s) fail to keep observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage; or (2) if the Mortgagor(s) fails to lepay to the Mortgage on demand any amount which the Mortgagee may have paid on any other Prior Mortgage with interest thereon; or (3) should any will be commenced to foreclose any mortgage or lien on the mortgaged property; or (4) if the Mortgagor(s) transfer any interest in the mortgaged property subsult the written consent of the Mortgagee

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 Mortgagor(s) which are also required of the Mortgagor(s) under any other Prior Mortgage.

IN WITNESS WHEREOF, the said Mortgagor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises. have hereunto set their hands this date

SEE RIDER ATTACHED CONTAINING IRUSIEES EXCULPATORY CLAUSE WHICH IS MADE A PART HEREOF.

| LA SA | LLE NATIONAL BANK | AS_1B/U/TR#50899 &NOT | IND. | Mortgagor | (Date) | (Seal) |
|-------|-------------------|-----------------------|------|-----------|--------|--------|
| BY:   |                   | ASSI.                 |      | Spouse    | (Date) |        |
| ATTES | E SK SC ASSISTANT | SECRETARY             | -    | Mortgagor | (Date) | (Seal) |
|       | / /               |                       |      | X         | (Date) |        |
|       |                   |                       |      | X         | (Date) | (Seal) |
|       |                   |                       |      | X Spouse  | (Date) |        |
| STATE | OF ANNA ILLINOIS  | <b>}</b> ss           |      |           |        |        |

COOK 1 COUNTY OF

said county, personally came

Be It Remembered, That on the  $7\mathrm{H}$ day of

DECEMBER

1988 ... hefore me, the subscriber, a Notary Public in and fo and

the Mortgagor(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. SUTTE 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.

NOTARY

CO #F30505 IK C

HVR-13-3-ILL (12/87)

## **UNOFFICIAL COPY**

| This Mortgage or Trust Deed in the nature of a mortgage is executed by  |
|---|
| LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 50 37   |
| in the exercise of the power and authority conferred upon and vested in it as man such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses   |
| m such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses if ful power and authority to execute the Instrument) and it is expressly understood and acceed that nothing contained berein or in the pote, or in any other instrument.   |
|   |
| Himment given to evidence the indebtedness secured hereby shall be construed as   |
| creating any liability on the part of said mortgagor or grantor, or on said   |
| LA SALL VATIONAL BANK personally to pay said note or any interest that may accruthereon, or any indebtedness accruing bereunder, or to perform any covenant,  |
| either express or implied, herein contained, all such liability, if any, being  |
| hereby expressly vaived by the mortgages or Trustee under said Trust Deed, the  |
| legal owners or no'ders of the note, and by every person now or heruster claiming   |
| any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the no  |
| and the owner or where of any indebtedness accruing hereunder shall look soley  |
| to the premises hereby mortgaged or conveyed for the payment thereof, by the  |
| enforcement of the lieu content in the manner herein and in said note provided  |
| or by action to enforce the personal liability of the guarantor or guarantors, if   |
| state of illinois $-88-573442$  |
| similar in market of the state |
| COUNTY OF COOK  |
| I, EVELYN F. MOORE a Notary Public in and for said  |
| I, EVELYN F. MOORE a Notary Public in and for said County in the State aforesaid, DO Harady CERTIFY THAT CORINNE BEK  |
| Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLINN WELTER   |
| Assistant Secretary of said Bank person Illy knwon to me to be the same persons   |
| whose names are subscribed to the foreging instrument as such Assistant Vice  |
| President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their  |
| own free and voluntary act, and as the free (nd voluntary act of said Bank, for   |
| the uses and purposes therein set forth; and rafu Assistant Secretary did also  |
| then and there acknowledge that he as custodian of the Corporate Seal of said   |
| Bank, did affix said corporate seal of said Bank to said instrument as his own  |
| free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.   |
| and sind purposed timetera set fortin.  |
| GIVEN under my hand and Notarial Seal this King day of king have  |
| A.D. 19   |
| "OFFICIAL SEAL"   |
| Evelyn F. Moore Notary Public   |
| Notary Public, State of Illinois  |
| My Comitan My Compusition 4 ag 2 879/89   |
| my Commission Expires: 879/895  |
|   |
|   |
|   |

| By PK: SOENT  Attest: SECRETARY | RELEASE THE CONDITIONS of the within mortgage having been complied with, the undersigned hereby cancels and releases the same this | Recorder County, Illinois | and recorded o'clock M. |
|---------------------------------|--|---------------------------|-------------------------|
|---------------------------------|--|---------------------------|-------------------------|

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