

My Commission expires: _____

Notary Public

Given under my hand and official seal, this _____ day of _____, 19____ as free and voluntary act, for the uses and purposes therein set forth, foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument subscribed to the personally known to me to be the same person(s) whose name(s) _____

That _____ a Notary Public in and for said county and state, do hereby certify that _____

STATE OF ILLINOIS
COUNTY OF _____
My Commission Expires June 14, 1988

Given under my hand and official seal, this 7th day of June, 1988 as free and voluntary act, for the uses and purposes therein set forth, foregoing instrument, appeared before me this day in person, and acknowledged that _____

personally known to me to be the same person(s) whose name(s) _____ are subscribed to the _____

That _____ a Notary Public in and for said county and state, do hereby certify that _____

STATE OF ILLINOIS
COUNTY OF Cook
My Commission Expires June 14, 1988

Mongagor _____
Mongago _____
Mongago _____

IN WITNESS WHEREOF, Mongagor has executed this Mortgage.

Henry H. Brown
Arnell Brown
Mongagor

You and Lender request the holder of any Prior Encumbrance or other encumbrance with a lien which has priority over this Mortgage to execute a Release or other action. _____

ENCUMBRANCES AND FORECLOSURE UNDER PRIOR REQUEST FOR NOTICE OF DEFAULT
The execution of this Mortgage has been duly authorized by our Board of Directors. _____

24. Holders. The Condominium Rider, attached hereto, if any, is incorporated herein and made a part hereof. _____
23. Authority to Sign. If Corporation. The execution of this Mortgage has been duly authorized by our Board of Directors. _____

22. Homehead Water. By signing below, you waive all rights of Homestead exemption in the Property. _____
21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release your payment of all costs and fees to release same, if any. You shall also pay all costs of recordation, if any. _____

20. Assignment of Rent. Appointment of Receiver. As additional security hereunder, you hereby assign to Lender the rents of the Property, to provide that you shall, prior to acceleration under Paragraphs 16 and 17 hereof or at an earlier date, have the right to collect and retain such rents as they become due and payable. _____

19. Conversion to Installment Loan. Lender, as the right under this Mortgage, may elect to convert any or all of the sums secured by this Mortgage, or all or part of the sums secured by this Mortgage, to an installment loan. Lender shall not be bound by this election. _____

18. Revolving Loan. This Mortgage secures all loans made and indebtedness outstanding under the Agreement from time to time (whether such loans are incurred or not), and all or part of the sums secured by this Mortgage, to be used for the purchase, sale, lease, or other disposition of any real estate, or any other purpose, as determined by Lender. _____

17. Remedies. In the event of a default under the Agreement or your default under this Mortgage, Lender may, at its option upon expiration of any applicable period, declare the entire amount secured by this Mortgage immediately due and payable without further demand and may commence judicial proceedings to foreclose this Mortgage. Lender may also exercise all remedies available under the Agreement, including, without limitation, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports of which all become additional indebtedness secured by this Mortgage. _____

16. Transfer of the Property or of a Beneficial Interest in Mortgage. It shall be an immediate default hereunder if, without the prior written consent of Lender, all or part of the sums secured by this Mortgage, or any portion of the beneficial interest in this Mortgage, is transferred, assigned, or otherwise conveyed, or if all or part of the sums secured by this Mortgage, or any portion of the beneficial interest in this Mortgage, is transferred, assigned, or otherwise conveyed, to a transferee who is not a natural person. _____

15. Rehabilitation Loan Agreement. You shall fulfill all of your obligations under any home rehabilitation, improvement, repair, or other loan agreement which you enter into with Lender, Lender, or any other lender, and shall remain obligated to Lender, in form acceptable to Lender, or other loan agreement, in connection with such rehabilitation, improvement, repair, or other loan agreement. _____

14. Your Copy. You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof, and you shall retain such copies for your records. _____

13. Governing Law. This Mortgage shall be governed by the laws of the State of Illinois. _____

12. Notices. Notices shall be deemed to have been given to you as follows: if the Property is located in Cook County, Illinois, notice shall be deemed to have been given to you if mailed by registered mail, return receipt requested, addressed to the address stated herein, or by certified mail, return receipt requested, addressed to the address stated herein, 5 days after the date of mailing shown on the certified receipt, if mailed. _____

11. Successors and Assigns Bound Jointly and Severally. Each of you who signs this Mortgage, or any other lender, and you, your heirs, assigns, and assigns, and your successors and assigns, shall be jointly and severally bound by the terms of this Mortgage, and you, your heirs, assigns, and assigns, shall be jointly and severally bound by the terms of this Mortgage, and you, your heirs, assigns, and assigns, shall be jointly and severally bound by the terms of this Mortgage, and you, your heirs, assigns, and assigns, shall be jointly and severally bound by the terms of this Mortgage. _____

10. Continuation of our Obligation; Forbearance by Lender. Extension of time for payment or modification of the sums secured by this Mortgage granted by Lender to you or any of your successors in interest shall not operate to release, in any manner, your obligation to Lender. _____

9. Remedies. Lender shall not be required to commute proceedings against such successor or refuse to extend time for payment or otherwise modify the maturity of the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage. _____

8. Remedies. Lender shall not be required to commute proceedings against such successor or refuse to extend time for payment or otherwise modify the maturity of the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage. _____

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6. Remedies. Lender shall not be required to commute proceedings against such successor or refuse to extend time for payment or otherwise modify the maturity of the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage. _____

5. Remedies. Lender shall not be required to commute proceedings against such successor or refuse to extend time for payment or otherwise modify the maturity of the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage. _____

4. Remedies. Lender shall not be required to commute proceedings against such successor or refuse to extend time for payment or otherwise modify the maturity of the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage, or to make any other accommodation in connection with the indebtedness secured by this Mortgage. _____

822A8455

UNOFFICIAL COPY

ADDENDUM TO THE MORTGAGE FOR CONTINENTAL'S VARIABLE RATE EQUITY ALTERNATIVE ACCOUNT

BETWEEN

GEORGE H. BROWN AND DRUECILLA BROWN, HIS WIFE, IN JOINT TENANCY

AND

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

231 SOUTH LASALLE STREET - CHICAGO, ILLINOIS 60697

This Addendum amends the Mortgage containing provisions establishing a limitation on the Annual Percentage Rate.

The paragraph entitled Indebtedness Being Secured, is changed in the third line of the third paragraph by removing the period after the word "changes" and adding the following:

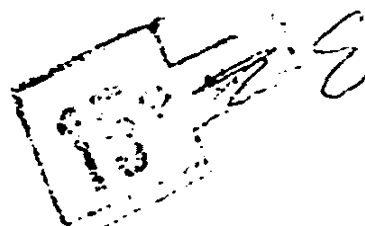
"provided that the Annual Percentage Rate will never exceed 21% during the term of the Agreement".

George H. Brown
Mortgagor

Druecilla Brown
Mortgagor

JUNE 7, 1988

DEPT-91 RECORDING \$15.00
#1022 TRAN 5932 06/08/88 12:12:00
#1030 # B *-88-248455
COOK COUNTY RECORDER



88248455

88248455

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Property of Cook County Clerk's Office

NO. 201
COUNTY OF COOK
CLERK OF COURTS
CHIEF CLERK
100 W. WASHINGTON ST.
CHICAGO, ILL. 60601

2011

2011-2012