

Recording Requested By/And Please Return To:

89459069

MAIL TO

Name YEGEN EQUITY LOAN CORPORATION

Address 1990 EAST ALGONQUIN ROAD

City and State SCHAUMBURG, ILLINOIS 60173

DEPT-01 RECORDING #12.25  
7:2222 TRAM 174 09/28/89 12:12:00  
#9126 NE #89-459069  
COOK COUNTY RECORDER

REAL PROPERTY MORTGAGE

NAME AND ADDRESS OF MORTGAGOR(S): MAURICE R. JOHNSON AND CAROL S. JOHNSON HIS WIFE, IN JOINT TENANCY 378 OAKWOOD PALATINE, ILLINOIS 60067			MORTGAGEE: YEGEN EQUITY LOAN CORPORATION ADDRESS: 1990 EAST ALGONQUIN ROAD SUITE 208 SCHAUMBURG, ILLINOIS 60173		
LOAN NUMBER	TOTAL OF PAYMENTS	DATE OF LOAN	DATE FIRST PAYMENT DUE	DATE FINAL PAYMENT DUE	PRINCIPAL BALANCE
1582	180	9/22/89	10/27/89	9/27/2004	\$ 60,000.00

The words "I", "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

MORTGAGE OF REAL ESTATE

To secure payment of a Note signed today promising to pay you the above Principal Balance together with an interest charge at a rate set forth in the Note, each of the persons signing this Mortgage mortgages and warrants to you the real estate described below, and all present and future improvements on the real estate, which is located in Illinois, County of COOK:

LOT 9 IN PLUM GROVE ESTATES UNIT NO. 2, A SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 378 OAKWOOD, PALATINE, ILLINOIS 60067

89459069

Permanent Index Number 02-35-402-014

TERMS AND CONDITIONS

PAYMENT OF OBLIGATIONS — If I pay my Note according to its terms, this Mortgage will become null and void (continued on other side).

*Maurice R. Johnson* (Seal)  
(Mortgagor)

MAURICE R. JOHNSON  
(Type Name)

*Carol S. Johnson* (Seal)

CAROL S. JOHNSON  
(Type Name)

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

89459069 (Seal)

The foregoing instrument was acknowledged before me this

TWENTY-SECOND DAY OF SEPTEMBER, 1989

by MAURICE R. JOHNSON AND CAROL S. JOHNSON  
HIS WIFE, IN JOINT TENANCY

*Constance M. Hartge*  
OFFICIAL NOTARY PUBLIC, STATE OF ILLINOIS  
COMM. EXPIRES 11/8/89  
Notary Public

CONSTANCE M. HARTGE  
(Type Name)

This instrument was prepared by YEGEN EQUITY LOAN CORPORATION  
1990 EAST ALGONQUIN ROAD SUITE 208 SCHAUMBURG, ILLINOIS 60173  
(Name) (Address)

12 Mail

# UNOFFICIAL COPY

**TAXES-LIENS-INSURANCE MAINTENANCE** — I will pay, when they are due and payable, all taxes, liens, assessments, obligations, water rates and other charges against the real estate, whether superior or inferior to the lien of this Mortgage, maintain hazard insurance on the real estate in your favor in a form and amount satisfactory to you and maintain and keep the property in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you on demand, will bear an interest charge at the interest rate in effect from time to time as set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I shall give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the property damaged or, at your option, the insurance proceeds shall be applied to the sums, secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the property, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

**TITLE** — The real estate and buildings on the real estate were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the real estate and the buildings. I further warrant that the lien created by this Mortgage is a valid and enforceable lien, subordinate only to (1) the advances actually made and secured by any mortgage of record on the date of this Mortgage and (2) easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else including subsequent advances secured by any first mortgage.

**DUE ON SALE OR ALTERATION** — Except in those circumstances in which federal law otherwise provides, I will not, without your consent, sell or transfer the real estate or alter, remove or demolish the buildings on the real estate.

**CONDEMNATION** — The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the property, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the property is abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due.

**DEFAULT** — If I default in paying any part of the obligations secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures, or if I default under the terms of any other mortgage covering the real estate, the full unpaid Principal Balance and accrued and unpaid interest charge will become due immediately if you desire, without your advising me. I agree to pay your costs and expenses actually incurred in foreclosing on this Mortgage including lawful attorney's fees. If any money is left over after you foreclose on this Mortgage and deduct such costs and expenses, it will be paid to the persons legally entitled to it; but if any money is still owing, I agree to pay you the balance.

**APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS** — I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the mortgaged premises and take possession of them, rent them if the mortgaged premises are not already rented; receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

**RIGHTS CUMULATIVE** — Your rights under this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of any other nor shall any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

**NOTICES** — I agree that any notice and demand or request may be given to me either in person or by mail.

**EXTENSIONS AND MODIFICATIONS** — Each of the persons signing this Mortgage agrees that no extension of time or other variation of any obligation secured by this Mortgage will affect any other obligations under this mortgage.

**WAIVER OF EXEMPTIONS** — Each of the persons signing this Mortgage waives all marital rights, homestead exemption and all other exemptions relating to the above real estate.

**APPLICABLE LAW** — This Mortgage is made in accordance with, and will be governed by, the laws of the State of Illinois.

**SEE OTHER SIDE FOR ADDITIONAL PROVISIONS**

*[Faint, illegible text and signatures, possibly including names like "Bart" and "Bart"]*

UNOFFICIAL COPY 89459070

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT YEGEN EQUITY LOAN CORPORATION, PART OF THE FIRST PART, FOR VALUE RECEIVED, HAS GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED AND SET OVER, AND BY THESE PRESENTS DOES GRANT, BARGAIN, SELL ASSIGN TRANSFER AND SET OVER UNTO AMERITRUST COMPANY N.A. 5000 TIEDMAN ROAD, BROOKLYN, OHIO 44144 PART OF THE SECOND PART, IT SUCCESSORS AND ASSIGNS, A CRETAIN INDENTURE OF MORTGAGE DATED SEPTEMBER 22, 1989 MADE BY: MAURICE R. JOHNSON AND CAROL S. JOHNSON, HIS WIFE, IN JOINT TENANCY TO YEGEN EQUITY LOAN CORPORATION SECURING THE PAYMENT OF ONE PROMISSORY NOTE THEREIN DESCRIBED FOR THE SUM OF: SIXTY THOUSAND AND NO/100 DOLLARS (\$ 60,000.00 ), AND ALL ITS RIGHT, TITLE, AND INTEREST IN AND TO THE PREMISES SITUATED AND DESCRIBED IN SAID MORTGAGE AS FOLLOWS TO WIT:

LOT 9 IN PLUM GROVE ESTATES, UNIT NO. 2, A SUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 378 OAKWOOD, PALATINE, ILLINOIS 60067 . DEPT-01 RECORDING \$12.25 . T2222 TRAN 1944 09/28/89 10:12:00 . 89127 C B # - 89 - 459070 . COOK COUNTY RECORDER

PERMANENT INDEX NUMBER: 02-35-402-014

WHICH SAID MORTGAGE IS RECORDED IN THE OFFICE OF RECORDED OF DEEDS OF SAID COUNTY, IN THE STATE OF ILLINOIS, AS DOCUMENT NUMBER: 89459069 TOGETHER WITH THE SAID NOTE THEREIN DESCRIBED AND THE MONEY DUE OR TO GROW DUE THEREON, WITH INTEREST.

TO HAVE AND TO HOLD THE SAME UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, FOREVER, SUBJECT ONLY TO THE PROVISIONS IN THE SAID INDENTURE OF MORTGAGE CONTAINED.

IN WITNESS WHEREOF, THE PARTY OF THE FIRST PART HAS CAUSED THIS INSTRUMENT TO BE EXECUTED IN ITS NAME BY ITS AUTHORIZED OFFICER, SEAL TO BE HEREUNTO AFFIXED THIS TWENTYSECOND DAY OF SEPTEMBER 19 89 .

ATTEST: Sharon R. Curry SHARON R. CURRY SECRETARY

BY: William R. Reisenauer WILLIAM R. REISENAUER REGIONAL VICE PRESIDENT

STATE OF ILLINOIS COUNTY OF COOK) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY, THAT THE ABOVE SIGNATURES FOR YEGEN EQUITY LOAN CORPORATION, WILLIAM R. REISENAUER, REGIONAL VICE PRESIDENT AND SHARON R. CURRY, SECRETARY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, AND AS THE FREE, AUTHORIZED AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS 22ND. DAY OF SEPTEMBER 19 89 AD.

Constance M. Hartge CONSTANCE M. HARTGE NOTARY PUBLIC

OFFICIAL SEAL CONSTANCE M. HARTGE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/8/92

This instrument was prepared by and should be returned to: YEGEN EQUITY LOAN CORPORATION 1990 EAST ALGONQUIN ROAD SUITE 208 SCHAUMBURG, ILLINOIS 60173

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MAIL TO [hand icon]

12 Mail

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