89477797

HOME SECURED LOAN SUBORDINATE MORTGAGE

OCT 1 6 1989

Section: Block: 01 Lot: 39

Alfred M. Tyus - AKA ALFRED TYUS
Willie Jo Tyus
700 South Kostner Avenue
Chicago, IL 60624

Prepared By:
Katz, Wolff, Carraccio & Bashian
16 School Street
Rye, New York 10580

To
General Foods
Federal Credit Union
250 North Street
White Plains, NY 10625

Record & Return by Mail To:
General Foods
Federal Credit Union
250 North Street
White Plains, NY 10625

MAIL TO:
TRW REAL ESTATE
LOAN SERVICES
SUITE #1015
100 N. LaSALLE
CHICAGO, IL 60602

SUBORDINATE MORTGAGE

This mortgage is made on 09/27/89 between the Borrower and Credit Union.

DEFINITIONS

Agreement- means the Home Secured Loan Agreement (Note) signed by the Borrower in connection with this Mortgage.

Borrower or You- means each person who signs the Mortgage.

Credit Union- means General Foods Federal Credit Union having a place of business at 250 North Street, White Plains, New York 10625

Mortgage- this document will be called the Mortgage

Property- means the real property described in this Mortgage

DEPT-01 RECORDING $16.25
T#0022 TRAN 2867 10/10/89 10:16:00
#4391 # B *-89-477797
COOK COUNTY RECORDER

The Borrower is: Alfred M. Tyus - AKA ALFRED TYUS
Willie Jo Tyus

TRANSFER OF RIGHTS IN THE PROPERTY

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this Property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced by the Credit Union in connection with this agreement and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

Twenty Five Thousand Dollars and no cents ($25,000.00)

The premises are or will be improved by a one or two family dwelling only.

89477797

89477797

16 Mail

HOME SECURED LOAN SUBORDINATE MORTGAGE

PROPERTY BEING MORTGAGED

See Schedule "A" Attached

RIGHTS OF PRIOR MORTGAGES

The Credit Union's rights under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

None

PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and any other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

FLOOD INSURANCE

The Credit Union will advise the Borrower if flood insurance is required. If it is required, the Borrower will pay for and obtain the flood insurance. The policy must name the Credit Union as a Mortgagee. The amount of coverage required is either the maximum flood insurance coverage available or coverage in the amount of the unpaid balance due, whichever amount is lower. The Credit Union may request proof of the coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the Property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but not is required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may but shall not be required to, make the payments. The amount of these payments, if any, shall be treated as an advance under the Agreement and added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes as due, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

CARE OF THE PROPERTY

The Borrower will keep the Property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

SALE OR TRANSFER PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

a) The Borrower fails to keep any promise made either in the Agreement or the Mortgage.
b) Any other Mortgagee of the Property states that their accounts are in default or starts foreclosure proceedings against the Property.
c) If a tax lien, mechanic's lien, judgement lien, or a lis pendens is filed against the Property.
d) If a partition or condemnation action is begun against the Property.

APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorneys' fees, Court costs and disbursements incurred by the Credit Union.

RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to General Foods Federal Credit Union, 250 North Street, White Plains, New York 10625 or any other address the Borrower is notified of by the Credit Union.

CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

RECEIPT

The Borrower has received a completed copy of this Mortgage.

RELEASE

Upon payment of all sums secured by this Mortgage and upon request of the Borrower, the Mortgage shall become null and void and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

HOME SECURED LOAN SUBORDINATE MORTGAGE 0 7 4 7 7 9 7

—USE BLACK INK ONLY—

IN WITNESS WHEREOF, Borrower has executed this mortgage

State of Illinois

County of Cook

On the 28 day of Sept, 1989, before me personally came Alfred M. Tyus to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

Notary Public

Alfred M. Tyus — AKA ALFRED TYUS

2 WITNESSES REQUIRED

By: Anthony Tyus

(Print Name) Anthony Tyus

By: Sonia Marcus

(Print Name) Sonia Marcus

IN WITNESS WHEREOF, borrower has executed this mortgage

State of Illinois

County of Cook

On the 28 day of Sept, 1989, before me personally came Willie Jo Tyus to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

Notary Public

Willie Jo Tyus

2 WITNESSES REQUIRED

By: Anthony Tyus

(Print Name) Anthony Tyus

By: Sonia Marcus

(Print Name) Sonia Marcus

89477797

—FOR RECORDING PURPOSES—

SCHEDULE A

LEGAL DESCRIPTION:

LOTS 39 AND 40 IN BLOCK 1 IN THE SUBDIVISION OF THAT PART LYING NORTH OF BARRY POINT ROAD OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89477797

89477797