

NOW, THEREFORE, the said Mortgagee, to secure the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained, including any advances of principal and interest hereunder, does by these presents MORTGAGE and

- (1) The Mortgagee may, pursuant to the installment note executed the 4th day of December, 1989, advance additional principal to the maximum principal amount hereunder shall never exceed the sum of \$40,000.00.
- (2) Future advances under the terms hereof shall have the priority over all other loans as does the original loan.
- (3) All future advances hereunder must be made within Ten (10) years after the date hereof.
- (4) Mortgagee agrees to pay all expenses, including recording charge, to release the mortgage when it no longer secures the line of credit.

WITNESSETH: That notwithstanding anything herein to the contrary, the following shall control:

condition herein.

any time, at its sole discretion, after default or breach of any the foregoing, the Mortgagee shall have the right to call the loan at be due and payable on the last day of November, 1989. Notwithstanding the final payment of principal and interest, it not paid sooner, shall day of each month thereafter until the note is fully paid, except that beginning on the last day of December, 1989 and continuing on the last installments of FOUR HUNDRED SIXTY SEVEN AND 97/100 Dollars (\$467.97) Mortgagee; the said principal and interest being payable in monthly holder may designate in writing, and delivered or mailed to the Hawthorne Lane, West Chicago, Illinois, or at such other place as the and made payable to the order of the Mortgagee at its office at 1700 of TWELVE per centum (12.0%) per annum on the unpaid balance until paid, ELEVEN AND 27/100 Dollars (\$11.27) payable with interest at the rate date herewith, in the principal sum of THIRTY TWO THOUSAND SIX HUNDRED delivered by the Mortgagee, in favor of the Mortgagee, and bearing even Mortgagee, as is evidenced by a certain installment note executed and WITNESSETH: That whereas the Mortgagee justly indebted to the

Illinois, Mortgagee.

CREDIT UNION, a corporation existing under the laws of the State of JOSEPHINE T. RYAN, A WIDOW AND NOT SINCE REMARRIED, Mortgagee, and WECO THIS INDENTURE, made this 4th day of December, 1989, between

MORTGAGE

89591620

89591620

UNOFFICIAL COPY

Property of Cook County Clerk's Office

IT IS AGREED by the Mortgagor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof - including reasonable attorney's fees, outlays

as it all of said indebtedness had then matured by express terms. recoverable by foreclosure thereof, or by suit at law, or both, the same thereon from time of such breach at 12.0 per cent per annum, shall be without notice, become immediately due and payable, and with interest earned interest, shall, at the option of the legal holder thereof, agreements the whole of said indebtedness, including principal and all IN THE EVENT of a breach of any of the aforesaid covenants or

per annum shall be so much additional indebtedness secured hereby. the same with interest thereon from the date of payment at 12.0 per cent so paid, the Mortgagor agrees to repay immediately without demand, and any tax lien or title affecting said premises or pay all prior assessments, or the prior incumbrances or the interest thereon when due, IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the Mortgagor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase

consent of the Mortgagor. or in all or any part of the mortgaged premises without the written payable. (7) The Mortgagor shall not convey title or interest to thereon, at the time or times when the same shall become due and fully paid; (6) to pay all prior incumbrances, and the interest remain with the said Mortgagee or Trustee until the indebtedness is herein as their interests may appear, which policies shall be left and first, to the first Trustee or Mortgagee, and second, to the Mortgagee of the first mortgage indebtedness, with loss clause attached payable authorized to place such insurance in companies acceptable to the holder in companies to be selected by the Mortgagee herein, who is hereby (5) to keep all buildings now or at any time on said premises insured; (4) that waste to said premises shall not be committed or suffered; improvements on said premises that may have been destroyed or damaged; days after destruction or damage to rebuild or restore all buildings or premises, and on demand to exhibit receipts therefor; (3) within sixty pay when due in each year, all taxes and assessments against said extending additional principal, interest and time of payment; (2) to herein and in said notes provided, or according to any agreement (1) To pay said indebtedness, and the interest thereon as

THE SAID MORTGAGOR covenants and agrees as follows:

release and waive, which said rights and benefits the said Mortgagor does hereby expressly TO HAVE AND TO HOLD, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois,

portion of the security for the indebtedness herein. foregoing are declared to be a part of said real estate, and are a conditioning, gas, plumbing and electrical fixtures. All of the fixtures used thereon, including (but not limited to) all heating, air thereof, and all apparatus, equipment, articles, improvements or apartments thereto belonging, and all rents, leases and profits together with all improvements, tenements, hereditaments and

COMMONLY KNOWN AS: 237 HOME AVENUE, PALATINE, ILLINOIS 60067

PERMANENT INDEX NUMBER: 02-11-108-015

LOT 102 IN PEPPER TREE FARMS UNIT 3, BEING A SUBDIVISION IN THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS PER PLAT AS DOCUMENT NUMBER 20833078, ALL IN COOK COUNTY, ILLINOIS.

WARRANT into the Mortgagor, its successors or assigns, the following described real estate, lying and being in the County of Cook, State of Illinois, to-wit:

029165634

89591620



OFFICIAL SEAL
BRUCE N. KRISLY, Notary Public
DuPage County, State of Illinois
My Commission Expires 10/25/90

PREPARED BY AND RETURN TO:
LAW OFFICES OF BRUCE N. KRISLY
200 High Street
West Chicago, Illinois 60185
(312) 231-1880

89591620

GIVEN under my hand and Notarial Seal this 4th day of December, A.D., 1989.

I, Charles W. Ryan, a notary public, in and for the county and state aforesaid, do hereby certify that JOSEPHINE T. RYAN personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of heretofore.

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS.

Josephine T. Ryan
JOSEPHINE T. RYAN

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of gender shall include all genders, and the term "Mortgagee" shall include any party of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

THIS MORTGAGE is subject and subordinate to a mortgage on the above real estate, given by CHARLES W. RYAN AND JOSEPHINE T. RYAN, HIS WIFE, CLYDE SAVINGS AND LOAN ASSOCIATION, AN ILLINOIS CORPORATION, dated October 8, 1973, and recorded November 8, 1973 as Document No. 22539005 to secure a note in the amount of \$36,000.00.

IT IS FURTHER AGREED that the Mortgagor shall have the privilege of prepaying the principal sum in whole or in part at any time from the date hereof.

power to collect the rents, issues and profits of the said premises, appoint a receiver to take possession or charge, of said premises with notice to the Mortgagor, or to any party claiming under the Mortgagor, the court in which such complaint is filed, may at once and without agree that upon the filing of any complaint to foreclose this Mortgage, said premises pending such foreclosure proceedings, and income from, and assigns of the Mortgagor waives all right to the possession of, and Mortgage for the Mortgagor and for the heirs, executors, administrators and assigns of the Mortgagor, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The decree of sale shall have been entered or not, shall not be dismissed, rendered in such foreclosure proceedings; which proceeding, whether premises, shall be taxed as costs and included in any decree that may be expenses and disbursements shall be an additional lien upon said such, may be a party, shall also be paid by the Mortgagor. All such wherein the Mortgagee or any holder of any part of said indebtedness, as expenses and disbursements, occasioned by any suit or proceedings foreclosing decree - shall be paid by the Mortgagor; and the like completing abstract showing the whole title of said premises embracing for documentary evidence, stenographer's charges, cost of procuring or