

Recording Requested By And Please Return To:

DEPT-01

TR1111 TRAN 2522 05/04/89 4.11.00

COOK COUNTY RECORDER 1130

DEPT-01

\$12.25

89201138

Name YEGEN EQUITY LOAN CORPORATION

Address 1990 EAST ALGONQUIN ROAD

City and State SCHAUMBURG, IL 60173

REAL PROPERTY MORTGAGE

NAME AND ADDRESS OF BORROWER(S) MICHAEL GREGORY AND JOSEPHINE MARY MURRAY, HIS WIFE, AS JOINT TENANTS 1655 HARTFORD CT HOFFMAN ESTATES, IL 60195				MORTGAGEE: ADDRESS: YEGEN EQUITY LOAN CORPORATION 1990 EAST ALGONQUIN ROAD SUITE 208 SCHAUMBURG, IL 60173		
LOAN NUMBER 1492	TOTAL OF PAYMENTS 180	DATE OF LOAN 04/28/89	DATE FIRST PAYMENT DUE 06/03/89	DATE FINAL PAYMENT DUE 05/03/2004	PRINCIPAL BALANCE \$ 35,000.00	

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 I 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 22 IN BLOCK 149 IN THE HIGHLANDS AT HOFFMAN ESTATES XII, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.  
COMMONLY KNOWN AS: 1655 HARTFORD COURT, HOFFMAN ESTATES, ILLINOIS

Permanent Index Number 07-09-207-022

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)

Michael Gregory Murray (Seal) (Mortgagor)

MICHAEL GREGORY MURRAY (Type Name)

Josephine Mary Murray (Seal)

JOSEPHINE MARY MURRAY (Type Name)

STATE OF ILLINOIS } SS.  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this TWENTY-EIGHTH DAY OF APRIL, 1989

by MICHAEL GREGORY MURRAY AND JOSEPHINE MARY MURRAY  
BY HIS WIFE, AS JOINT TENANTS

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

Constance M. Hartge (Seal)  
Notary Public  
CONSTANCE M. HARTGE (Type Name)

This instrument was prepared by YEGEN EQUITY LOAN CORPORATION  
1990 EAST ALGONQUIN ROAD SUITE 208 SCHAUMBURG, IL 60173

EQUITY TITLE COMPANY

89201138

89201138

1225

# 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, at your option, require that I 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**

89201138  
89210268

89201138

Office

(11021)

UNOFFICIAL COPY OF A PUBLIC RECORD FROM THE PUBLIC RECORDS DEPARTMENT OF THE STATE OF ILLINOIS