

Every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage... If mortgagor in an Illinois corporation or a foreign corporation licensed to do business in the State of Illinois, mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage fully, on behalf of the mortgagor and, to the extent permitted by law, on behalf of every person or party acquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for the full insurable value... The mortgagor further covenants with the mortgagee to pay the premiums thereon when due and to comply with insurance provisions, if any, in any policy covering the mortgaged premises.

The mortgagor hereby waives all rights to possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any redemption period. Mortgagor further agrees that upon commencement of an action to foreclose the mortgage, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver to preserve and maintain the mortgaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption period.

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereon, and all screens, awnings, shades, storm, sash and blinds, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien, hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, his successors and assigns, forever, for the purposes, and upon the conditions and uses herein set forth.

The mortgagor hereby covenants that the mortgagor, being of a good title to the mortgaged premises in fee simple, free and clear of all liens and incumbrances, except as follows: Mortgage from: Donald J. Shaw and Joann M. Shaw

In the Amount: \$180,000.00 Open End: No
Recorded: 11-3-88 Volume: 88509588
Assigned to: Suburban Metro Mortgage Corporation

Provided always, and these presents are upon this express condition, that if the mortgagor shall pay or cause to be paid to the mortgagee the indebtedness as expressed in the above described Note secured hereby according to the terms thereof and all renewals and extensions thereof, and all other present and future indebtedness of mortgagor to mortgagee (except subsequent consumer credit sales and direct loans made pursuant to the Illinois Consumer Finance Act), all of such indebtedness begin herein collectively referred to as the "indebtedness hereby secured," and shall make all other payments and perform all other terms, conditions, covenants, warranties and promises herein contained, then these presents shall cease and be void.

The mortgagor covenants with the mortgagee that the interest of the mortgagor and the mortgagee in the premises shall be assessed or levied against and taken together without separate valuation, and to pay before they become delinquent all taxes, and assessments now or hereafter assessed or levied against this mortgage or the indebtedness hereby secured and on the premises described in this mortgage, including every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing the due payment thereof, hereby waiving and releasing all rights of offset or credit against the indebtedness secured by this mortgage.

Because of the payment of such taxes or assessments, the mortgagor further covenants with the mortgagee to pay the premiums thereon when due and to comply with insurance provisions, if any, in any policy covering the mortgaged premises as the interest may appear. All policies covering the mortgaged premises shall be deposited with and held by the mortgagee, with loss proceeds, less expenses of collection, shall, at the mortgagee's option, be applied on the indebtedness hereby secured, whether or not, or to the satisfaction of the mortgaged premises.

In case any such taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may on the part such details and all sums advanced for that purpose shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and deemed part of the indebtedness secured hereby, bear interest at the maximum legal rate allowed by Illinois statute and form a lien upon the real estate described herein.

Upon breach or non-performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor contained herein, in said Note or any other evidence of an indebtedness secured hereby, said Note and all indebtedness hereby secured shall, at the option of the mortgagee and without further notice or demand, become immediately due and payable.

MY COMMISSION EXPIRES 06/13 05/25/89 12:10:00
NOTARY PUBLIC IN ILLINOIS
JAMES W. BROWN, JR.
JAMES W. BROWN, JR. & COMPANY, INC.
6613 05/25/89 12:10:00 * 89-238210
COOK COUNTY RECORDER

WITNESSETH, That mortgagor, in consideration of a loan from mortgagee evidenced by a Note bearing even date herewith in the amount shown above, together with interest thereon, does by these presents mortgage and warrant unto mortgagee, forever, the following described real estate located in Cook County, State of Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of Illinois, to wit:

DATE OF MORTGAGE	MATURITY DATE	AMOUNT OF MORTGAGE	FUTURE ADVANCE AMOUNT
05/22/89	05/26/94	\$12,000.00	\$.00

NAME AND ADDRESS OF MORTGAGOR: DONALD J. SHAW and JOANN M. SHAW, his wife, of 3064 Plum Island Drive, Northbrook, Illinois 60062.
NAME AND ADDRESS OF MORTGAGEE: METFIN FINANCE COMPANY, a Delaware Corporation, doing business as ITT FINANCIAL SERVICES, authorized to transact business in the State of Illinois, 570 Northwest Highway, Des Plaines, Illinois 60016.

89238210

MAINTAIN YOUR MORTGAGE

UNOFFICIAL COPY

MORTGAGE

No. _____

to _____

) ss. No. _____

County)

This instrument was filed for record in the

Recorder's office of _____

County aforesaid, on the _____ day of _____

A.D. 19 _____

at _____ o'clock _____ M. and recorded in

Book _____ of _____

on page _____

Recorder _____

MAIL TO: ITT Financial Services, 89 West Rand Road, Arlington Heights, IL 60004

THIS INSTRUMENT WAS DRAFTED BY WAYNE A. ADAMS, 570 Northwest Hwy, Des Plaines, IL

My Commission expires _____

Notary Public, _____ County, Illinois

corporation, to be known to such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the free and voluntary deed of such corporation, by its authority, for the uses and purposes therein set forth.

Personally came before me this _____ day of _____ 19 _____

County of _____) ss.)

STATE OF ILLINOIS

CORPORATE ACKNOWLEDGEMENT

My Commission expires 3-27-93

Notary Public, Winnebago County, Illinois

the foregoing instrument and acknowledged the same as his (her or its) free and voluntary act, for the uses and purposes therein set forth.

Personally came before me this 22 day of May 89, the above named DONALD J. SHAW and JOANN M. SHAW, his wife,

County of COOK) ss.)

STATE OF ILLINOIS

INDIVIDUAL ACKNOWLEDGEMENT

(Type name) _____

(See) _____

(Type name) _____

(See) _____

(Type name) _____

(See) _____

(Type name) _____

(See) _____

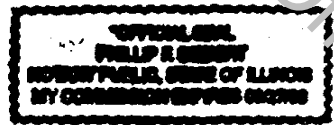
MORTGAGORS: DONALD J. SHAW

day of MAY 22 1989

IN WITNESS WHEREOF, this mortgage has been executed and delivered this _____ day of _____ 19 _____

Any award of damages under condemnation for injury to, or taking of, any part of said mortgaged premises hereby assigned to mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

All terms, conditions, covenants, warranties and promises herein shall be binding upon the heirs, legal representatives, successors, and assigns of the mortgagor and shall inure to the benefit of the mortgagee, the mortgagee's successors, and assigns. Any provisions hereof prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.



Notary Public's Office

89238210