UNOFFICIALE COPY 89267597

THIS INDENTURE WITNESSETH That the undersigned, Richard J. Levert divorced and not since

remarried			
hereafter referred to as "Mortgagors	", do hereby convey and warrant to		
1"1) Beneficial Illinois Inc. d/b/a BENEF BENEFICIAL ILLINOIS INC., he box checked above identifies the Mortgagee)	ICIAL MORTGAGE CO. OF ILLINOIS,	
Rm 236 Oakbrook	, hereafter	e and place of business at 1010 Jorie Blvd referred to as "Mortgagee", the following real propis, hereafter referred to as the "Property", to-wit:	operty
ONE (1) TWO (2), THREE EIGHTEEN (18), NINETEE AND KLEMM'S SUBDIVISION FIVE (25) TOWNSHIP THE OF THE THIND PRINCIPAL	TWO (2) IN SOUTH BYRN MAWE E (3), FOUR (4), SIXTEEN (1 EN (19) AND TWENTY (20) IN ON OF THE NORTH EAST QUARTE IRTY-EIGHT (38) NORTH, RANG MERIDIAN IN COOK COUNTY,	16), SEVENTEEN (17), BLOCK SIX (6) IN STAVE ER OF SECTION TWENTY- GE FOURTEEN (14) EAST	
PTN: 20-25-215-019 Document prepared by:	E. Gibson	Commonly known as:	
O ₄	1010 Jorie Blvd	7320 S Merrill	
70	Uakbrook, II 60321	Chgo, Il 60649	
2/2	1010 Jorie Blvd Oakbrook, Il 60521	89267597	,
	Ox		
TOCETHER with all the buildings and fixtures and the rents, issues and prof	d improvements run; or hereafter erecte	ed on the Property and all appurtenances, apparatu ture and kind.	sand
(X If this box is checked, this Mortga	ige is subject to a pror mortgage date	ed Sept 20 , 19 82 , execut	
as mortgagee, which prior mortgage s That prior mortgage was recorded on Cook Cook	Sept 20 ounty, Illinois in Book	in the principal amount of \$ 20,000.00	ds of
benefits under the Homestead Exempti	ion laws of the State of Illinois, which the	gi is and benefits mortgagors do neceby release and v	waive.
Mortgagors' promissory note or Loan) The payment of a certain Indebted Agreement (Note/Agreement) of even t	ness rayable to the order of Mortgagee, evidence date lerewith	ed by
in the Total of Payments of 5	ount of Loss of \$ 36,000,00	together with interest on unpaid bal-	ances
of the Actual Amount of Loan	n at the Rate of Charge set forth in th	ne Note/Agreeman,	
any additional advances made by Mort	gagee to Mortgagors or their successor greement evidencing the same, in accor- outstanding principal obligations for me	Loan at the rate set (o) the in the Note/Agreement and it it it, prior to the care lation of this Mortgage dance with the terms the reof: provided, however, that ore than two hundred thousare dallars (\$200,000.00) tained.	and.
whether the entire amount shall have be made shall be liens and shall be secure	neen advanced to Mortgagors at the da ad by this Mortgage equally and to the	rtgagors to Mortgagee within the fin its prescribed hate hereof or at a later date. All sure, tuture advance same extent as the amount originally advanced or nees shall be liens on the Property as of the date he	es so n the
MORTGAGORS' COVENANTS: The Mortgagors or their successors in title, e	term "Indebtedness" shall include a either under the terms of the Note/Agree	all sums owed or agreed to be paid to Mortgage ement as originally executed or as modified and ame	e by
(1) repay to Mortgagee the Indebtedne, hereof or at any time hereafter; (2) pay y receipts for such payments to Mortgage continually insured against fire and suppayable to Mortgagee as its interest may of the Property and maintain the Propegulations of any nation, state or mun (6) keep the mortgaged Property free frindebtedness which may be secured by a Property without the prior written con	ss secured by this Mortgage whether s when due all taxes and assessments levic se promptly upon demand; (3) keep th ch other hazards in such amount and appear; (4) not commit nor suffer any s perty in good condition and repair; (5) nicipality and neither to use nor to per rom liens superior to the lien of this Malien or charges on the Property superionsent of Mortgagee; time being of the	gage or any supplement thereto. Mortgagors such sums shall have been paid or advanced at the ed against the Property or any part thereof and to de ne buildings and improvements situated on the Property is such earrier as Mortgagee shall approve, with such earrier as Mortgagee shall approve, with strip, waste, impairment or deterioration of all or any) comply with all applicable laws, ordinances, rules ermit the Property to be used for any unlawful purplortgage, except as listed above, and pay when due, or to the lien of this Mortgage; (7) not to sell or convente essence of this Mortgage and the Note/Agreen lote/Agreement as a waiver of the terms of this Mortgage.	date eliver perty loss part and pose; any y the nent;
or of the Note/Agreement, the lien of thi	is Mortgage remaining in full force and	effect during any postponement or extension of the tof the Property becomes vested in a person or per	time

other than Mortgagors, deal without notice to Mortgagors with such successor or successors in interest with reference to this Mortgage

and the Indebtedness in the same manner as with Mortgagors.

ndebt dags in , rardance with the terms of the Note/Agreement, Mortgagee, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable.

In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Note/Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Rate of Charge until paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, either before or after sale and without notice to Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of the Property during the pendency of such foreclosure suit; and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the Indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership. Upon foreclosure and sale of the Property, there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees; all expenses of advertising, selling and conveying the Property; and all sums advanced for court costs, any 'axes or other liens or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or forrens Certificate showing the complete title of the Property, including the foreclosure decree and Certificate of Sale. There shall next be paid the Indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagors. The purchaser at the sale shall have no duty to see to the application of the purchase money.

If Mortgagors voluntation pall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the unpaid balance of the Indeb edness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Note/Agreement.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular. IN WITNESS WHEREOF Mortgagors have hereunto set their hands and seals this STATE OF ILLINOIS COUNTY OF DuPage **ACKNOWLEDCHENT** I, a Notary Public, in and for the county in the state aforesaid do hereby certify that Richard J. Levert divorced ... , personally frown to me to be the same person that whose name _____ is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that He__ signed, sealed and delivered the instrument as his. own free and voluntary act for the user and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial Seal this 12 day of ____ Thomas DEPT-01 T#1111 TRAN 0778 96/13/89 12:41:00 #2017 # 🕰 合字 COOK COUNTY RECORDER 39-267597 A Beneficial Illinois Inc. d/b/a BENEFICIAL Beneficial Thinois Inc. dibla BENEFICIAL MORTGAGE CO. OF ILLINOIS MORTGAGE CO. OF ILLINOIS MORTGAGE BENEFICIAL MORTCAGE CO BENEFICIAL ILLINOIS INC. BENEFICIAL ILLINOIS INC. P.O. 60X 3351

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