

UNOFFICIAL COPY

THIS INDENTURE WITNESSETH That the undersigned, **HARRIS TRUST AND SAVINGS BANK AS TRUSTEE**
UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1961 & KNOWN AS TRUST NO. 30520 and not individually
of **111 W. MONROE**, County of **COOK**, State of **Illinois**,
hereafter referred to as "Mortgagors", do hereby convey and warrant to

89337856

Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS,
 BENEFICIAL ILLINOIS INC.,
(The box checked above identifies the Mortgagee)

a Delaware corporation qualified to do business in Illinois, having an office and place of business at **617 W. GOLF RD.**
DES PLAINES, IL. 60016, hereafter referred to as "Mortgagee", the following real property
situate in the County of **COOK**, State of Illinois, hereafter referred to as the "Property", to-wit:

LOTS 47 AND 48 IN BLOCK 1 IN J.S. HOVLANDS EVANSTON SUBDIVISION
OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP
41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

PERMANENT PARCEL NO: 10-13-119-036

PROPERTY ADDRESS: 1715 BROWN
EVANSTON, ILLINOIS

DOCUMENT PREPARED BY: NITZA CRESPO
617 W. GOLF RD.

TOGETHER with all the buildings and improvements now or hereafter erected on the Property and all appurtenances, apparatus and
fixtures and the rents, issues and profits of the Property of every name, nature and kind.

If this box is checked, this Mortgage is subject to a prior mortgage dated **JUNE 21, 1985**, executed by
Mortgagors to **CITY OF EVANSTON- DEPARTMENT OF REHABILITATION**
as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ **27,495.00**
That prior mortgage was recorded on **JUNE 21, 1985** with the Register of Deeds of
COOK County, Illinois in **BOOK 85-0702** of Mortgages at page **98**

TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the uses and purposes herein set forth, free from all rights and
benefits under the Homestead Exemption laws of the State of Illinois, which rights and benefits Mortgagors do hereby release and waive.
This Mortgage is given to secure: (1) The payment of a certain Indebtedness payable to the order of Mortgagee, evidenced by
Mortgagors' promissory note or Loan Agreement (Note/Agreement) of even date herewith.

(2) in the Total of Payments of \$

in the Principal or Actual Amount of Loan of \$ **20,500.00**, together with interest on unpaid balances
of the Actual Amount of Loan at the Rate of Charge set forth in the Note/Agreement.

together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the rate set forth in the Note Agreement and, (2)
any additional advances made by Mortgagee to Mortgagors or their successors in title, prior to the cancellation of this Mortgage, and
the payment of any subsequent Note Agreement evidencing the same, in accordance with the terms thereof, provided, however, that this
Mortgage shall not at any time secure outstanding principal obligations for more than two hundred thousand dollars (\$200,000.00) plus
advances that may be made for the protection of the security as herein contained.

It is the intention hereof to secure the payment of the total Indebtedness of Mortgagors to Mortgagee within the limits prescribed herein
whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date. All such future advances so
made shall be liens and shall be secured by this Mortgage equally and to the same extent as the amount originally advanced on the
security of this Mortgage, and it is expressly agreed that all such future advances shall be liens on the Property as of the date hereof.

MORTGAGORS' COVENANTS: The term "Indebtedness" shall include all sums owed or agreed to be paid to Mortgagee by
Mortgagors or their successors in title, either under the terms of the Note Agreement as originally executed or as modified and amended
by any subsequent note agreement or under the terms of this Mortgage or any supplement thereto. Mortgagors shall
(1) repay to Mortgagee the Indebtedness secured by this Mortgage whether such sums shall have been paid or advanced at the date
hereof or at any time hereafter; (2) pay when due all taxes and assessments levied against the Property or any part thereof and to deliver
receipts for such payments to Mortgagee promptly upon demand; (3) keep the buildings and improvements situated on the Property
continually insured against fire and such other hazards in such amount and with such carrier as Mortgagee shall approve, with loss
payable to Mortgagee as its interest may appear; (4) not commit nor suffer any strip, waste, impairment or deterioration of all or any part
of the Property and maintain the Property in good condition and repair; (5) comply with all applicable laws, ordinances, rules and
regulations of any nation, state or municipality and neither to use nor to permit the Property to be used for any unlawful purpose;
(6) keep the mortgaged Property free from liens superior to the lien of this Mortgage, except as listed above, and pay when due, any
indebtedness which may be secured by a lien or charges on the Property superior to the lien of this Mortgage; (7) not to sell or convey the
Property without the prior written consent of Mortgagee; time being of the essence of this Mortgage and the Note Agreement;
(8) consider any waiver of any right or obligation under this Mortgage or the Note Agreement as a waiver of the terms of this Mortgage
or of the Note Agreement, the lien of this Mortgage remaining in full force and effect during any postponement or extension of the time
of payment of all or part of the Indebtedness; and (9) if ownership of any part of the Property becomes vested in a person or persons
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.

B. Neal

89337856

THIS INSTRUMENT (Mortgage or Trust Deed) is executed by the Harris Trust and Savings Bank not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said principal or interest notes or obligations contained shall be construed as creating any liability on the Harris Trust and Savings Bank personally to pay the said principal notes or obligations; or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained; all such liability, if any, being expressly waived by lender, trustee, or mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Harris Trust and Savings Bank is concerned, the legal holder or holders of said principal and interest notes or obligations and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note or obligation, provided.

1975-1976

Property of Cook County Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

"OFFICIAL SEAL"
Dawn M. Lesniak
Notary Public, State of Illinois
My Commission Expires 11/13/91

533755
X-1004 N-12-74

Dawn M. Lesniak
Notary Public, in and for said County, in the State aforesaid Do Hereby certify, that
James J. Perrier

James J. Perrier Vice President of the Harris Trust and Savings Bank and
Herbert E. Schubert Assistant Secretary
of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of July A.D. 19 89
Dawn M. Lesniak
Notary Public

Property Clerk's Office