## UNOFFICIAL COPY ...

THIS INDENTURE WITNESSETH That the undersigned		ST AND SAVINGS BAN	
UNDER TRUST AGREEMENT DATED NOVEMBER 22,	1961 & KNOWN	AS TRUST NO. 30520	and not individually
of 111 W. MONROE Coun	ty of COOK		8936W95Kinnis.
becaution referred to as "Martingers", do hereby convey-	adventure to the	•	

† \$ Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS, 1.1 BENEFICIAL ILLINOIS INC.,

(The hax checked above identifies the Martgagee)

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

> 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 COULTY, ILLINOIS.

14 1 3 . 14.37 14:44:20 PERMANENT PARCEL NO: 10-13-119-036 - 89 - 332856 CONTRACTOR STORES

PROPERTY AMERESS: 1715 BROWN

EVANSTON, ILLINOIS

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

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

If this box is checked, this Mortgage is subject to a prior mortgage dated JUI Mortgagers to CITY OF EVANSTON- DEPARTMENT OF REHABILITATION JUNE 21, , 1985 , executed by as mortgagee, which prior mortgage secures payment of a promissey note in the principal amount of \$ 27,495.00 JUNE 21, DOC . 19 85 with the Register of Peeds of That prior mortgage was recorded on COOK County, Illinois in RAK 85-07 to Mortgages at page

TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the uses and purposes herein set forth, tree from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which rightly and benefits Mortgagors do hereby release and waive.

This Mortgage is given to secure: (1) The payment of a certain Indebtedness parable to the order of Mortgagee, evidenced by Mortgagors' promissory note or Loan Agreement (Note Agreement) of even date herewish.

... in the Total of Payments of 3

20,500.00 1X in the Principal or Actual Amount of Loan of \$ 20,0 ther with interest on unpaid balances of the Actual Amount of Loan at the Rate of Churge set forth in the Note Agreement.

together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the rate set for h 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 bondred thou and 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 imits prescribed herein whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date. All suc's a ture 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 hens 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 (I) 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 Mortgager 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 lested 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.

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made a part hereof If Mortgagors fail to pay, when Mortgagee, at its option, may declare the unpaid balance of the Indebteuness 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 Mortgage and in accordance with the Note Agreement. Mortgage, 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 hear interest at the Rate of Charge until paid in fulf.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, cither 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 taxes on other liens or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torre's 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 shear ave no duty to see to the application of the purchase money.

If Mortgagors voluntarily shall 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 free perty without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the unpaid balance of the Indebte ness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's ered tworthiness 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 he only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF Mortgagors have be cunto set their hands and seals this day of

, 19 89 JULY

HARRIS TRUST and SA'/INGS BANK, as Trustee under Trust Number 3500 and not individually

(Seal) (Seal)

(Seal)

STATE OF ILLINOIS

COUNTY OF

name

ACKNOW LEDGMEN /

1, a Notary Public, in and for the county in the state aforesaid do hereby certify that

, personally known to me to be the same person where is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that signed. own free and voluntary act for the uses and surposes therein set forth, including the

release and waiver of the right of homestead. Given under my hand and Notarial Seal this

scaled and delivered the instrument as

OFFICIAL SEAL Votary ահին

Beneficial Illinois Inc. d is a RENEFICIAI MORTGAGE CO. OF ILLINOIS BEVEFICIAL ILLINOIS INC

Ξ

MORTGAGE CO. OF ILLIVORS BENEFICIAL ILLINOIS INC Beneficial Illinois Inc. d E.a.

execute this instrument) and it is expressly understood and agreed that nothing herein or in said principal or 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 THIS INSTAUMENT (Mortgage or Trust Deed) is executed by the Harris Trust and Savings Bank not personally indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained; all Bank personally to pay the said principal notes or obligation; or any interest that may accrue thereon, or any 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 such liability, if any, being expressly waived by lender, it stee, or mortgagee and by every person now or interest notes or obligations contained shall be construed as creative any liability on the Harris Trust and Savings hereafter claiming any right or security hereunder, and that so far as the Harris Trust and Savings Bank is thereof, by the enforcement of the lein hereby created, the the manner herein and in said principal note or Stopporty Ox Cook

obligation, provided.

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A Notary Public, in and for said County, in the State afpress id Do Herry vertify, that  A Notary Public, in and for said County, in the State afpress id Do Herry vertify, that  A Notary Public, in and for said County, in the State afpression of the State State State Secretary  A Notary Public, in and for said County, in the State afpression whose names are subscribed to the fore-  A Notary Public, in and for said County, in the State affre State and Saving Secretary  A Notary Public, in and for said County, in the State affre persons whose names are subscribed to the fore-  A Notary Public, in and for said County, in the State affre persons whose names are subscribed to the fore-  A Notary Public, in and for said County, in the State and Saving State and Savin	of said Bank, who are prisedent, and Assistant Bank instrument as such Vice-President, and the said instrument as such Vice-President, and the said instrument as and purposes therein set person and acknowledged that they signed and there acknowledged that he as custodian of the corporate seal and as the free and voluntary act of said Bank to said instrument as his own free and voluntary at and forth, and the said Assistant Secretary than and there acknowledged that he as and voluntary at and said Bank to said instrument as his own free and voluntary act of said Bank to said instrument as his own free and voluntary act of said Bank as Trustee as alonesaid, for the uses and purposes therein set forth.  Since a not voluntary act of said Bank as Trustee as alonesaid, for the uses and purposes therein set forth.  As the free and voluntary act of said Bank as Trustee as alonesaid. For the uses and purposes therein set forth.  As the free and voluntary act of said Bank as Trustee as alonesaid. For the uses and purposes therein set forth.  As the free and voluntary act of said Bank as Trustee as alonesaid. For the uses and purposes therein set forth.  As the free and voluntary act of said Bank as Trustee as alonesaid. For the uses and purposes therein set forth.  As the free and voluntary act of said Bank as Trustee.  As the free and voluntary act of said Bank as Trustee.	
STATE OF ILLINOIS   55. COUNTY OF COOK	Noticy Public, State of Emris Noticy Public, State of Emris Ny Commission Expires 11/13/91  The control of the	