

# UNOFFICIAL COPY

REAL PROPERTY MORTGAGE

**MORTGAGEE:**

Ford Motor Credit Company  
11311 Cornell Park Drive  
Suite 400  
Cincinnati, Ohio 45242

**MORTGAGOR(S)**

Narciso M. Modesto and  
Shawn A. Modesto, His Wife, as Joint  
1800 W. Cottonwood Trail Tenants  
Hoffman Estates, Illinois 60195

**DATE OF LOAN**

10-10-90

**ACCOUNT NUMBER**

24618-7

90498402

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 48,400.43

KNOW ALL MEN BY THESE PRESENTS: That the above named Mortgagor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Mortgagee do hereby grant, bargain, sell and convey with "mortgage covenants" to the said Mortgagee and its assigns

forever, the following described real estate situated in the County of Cook and State of Illinois, to wit:

Lot 12 in Block 26 Poplar Hills Unit 6, being a Subdivision of parts of the East 1/2 of the Southeast 1/4 of Section 24, Township 42 North, Range 9 and the Southwest 1/4 of Section 19, Township 42 North, Range 10, All east of the Third Principal Meridian according to the plat thereof in the Recorder's Office of Cook County, Illinois, August 13, 1978 as Document No. 24584537, in Cook County, Illinois.

Also Known As: 1800 W. Cottonwood Trail, Hoffman Estates, Illinois 60195

Tax No. 01-24-409-012, Vol. 1.

SEPT-01 RECORDING \$13.25  
TRACER TRAN 7845 10/11/90 10:15:00  
#498 # B \*-90-498402  
COOK COUNTY RECORDER

90498402

and all the estate, right, title and interest of the said Mortgagor(s) in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said Mortgagee and its assigns forever. And the said Mortgagor(s) do hereby covenant and warrant that the title so conveyed is clear, free and unencumbered and that they will defend the same against all lawful claims of all persons whomsoever.

This conveyance is made to secure the payment of \$ 48,400.43 plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances made by the Mortgagee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Mortgagee, a refinancing of the unpaid balance of the loan stated above, or a renewal thereof or both.

Forty Eight Thousand Four Hundred

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is and 43/100 Dollars. In addition to any other debt or obligation secured hereby, this mortgage shall secure unpaid balances of advances made for the payment of taxes, assessments, insurance premiums, or other costs incurred for the protection of the mortgaged premises.

Mortgagor(s) shall maintain all buildings and improvements now or hereafter forming part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all restrictions of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority

Mortgagor(s) shall not, without the prior written consent of the Mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any other Prior Mortgage or modifies any provision thereof

Mortgagor(s) shall promptly notify the Mortgagee in writing upon the receipt by the Mortgagor(s) of any notice from the Mortgagee under any other Prior Mortgage claiming any default in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor(s) to be performed or observed under any other Prior Mortgage

Mortgagor(s) shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under any other Prior Mortgage, or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged property.

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PAGE

o'clock M.

Illinois

SE

within mortgage having been  
erely cancels and releases

19

VT

VT

Spouse

X

*Shawna A. Madors*

(Date)

10/10/90

Mortgagor

X

*Narciso M. Madesto*

(Date)

10/10/90

(Seal)

IN WITNESS WHEREOF, the said Mortgagor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises, have hereunto set their hands this date

The grantor of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Mortgagor(s) which are also required of the Mortgagor(s) under any other Prior Mortgage.

The whole of the said principal sum and the interest shall become due at the option of the Mortgagor: (1) if the Mortgagor(s) fails to pay any installment of principal or interest on any other Prior Mortgage within five days after the same is due, or if the Mortgagor(s) fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage; or (2) if the Mortgagor(s) fails to repay to the Mortgagor on demand any amount which the Mortgagor may have paid on any other Prior Mortgage with interest thereon; or (3) should any suit be commenced to foreclose any mortgage or lien on the mortgaged property; or (4) if the Mortgagor(s) transfer any interest in the mortgaged property without the written consent of the Mortgagor.

**MORTGAGE**

TO

Property of Cook County Clerk's Office

Rec'd for Record \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

and recorded \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recorder \_\_\_\_\_

of \_\_\_\_\_ County, Illinois \_\_\_\_\_

\_\_\_\_\_

**RELEASE**

THE CONDITIONS of the within mortgage having been

complied with, the undersigned hereby cancels and releases

the same this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

By \_\_\_\_\_

PRESIDENT

Attest: \_\_\_\_\_

SECRETARY

30438402

My Commission Expires 9/26/94

1325

Property of Cook County Clerk's Office