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90042957

Name: **YEGEN EQUITY LOAN CORP.**
Address: **1990 EAST ALGONQUIN ROAD**
City and State: **SCHAUMBURG, ILLINOIS 60173**

DEPT-01
7777
7720
COOK COUNTY RECORDER
\$14.25
11:12:00
90042957

REAL PROPERTY MORTGAGE

NAME AND ADDRESS OF MORTGAGOR(S): DARRELL G. MEDCALF AND JANET E. MEDCALF HIS WIFE AS JOINT DEBENTORS 193 COUNTRY CLUB DR. PROSPECT HEIGHTS, ILLINOIS 60070		MORTGAGEE: YEGEN EQUITY LOAN CORP 1990 EAST ALGONQUIN ROAD SUITE 208 SCHAUMBURG, ILLINOIS 60173	
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LOAN NUMBER: 1621	TOTAL OF PAYMENTS: 180	DATE OF LOAN: 1/19/90	DATE FIRST PAYMENT DUE: 2/24/90	DATE FINAL PAYMENT DUE: 1/24/2005	PRINCIPAL BALANCE: \$150,000.00
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The words "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage.
The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

MORTGAGE OF REAL ESTATE

To secure payment of a Note I signed today, from time to time, to pay you the above Principal Balance together with an interest charge at a rate set forth in the Note; each of the persons signing this Mortgage, mortgages and warrants to you the real estate described below, and all present and future improvements on the real estate, which is located in Illinois, County of **COOK**.

SEE ATTACHED

90-042957

Permanent Index Number: **03-26-100-015**

TERMS AND CONDITIONS

PAYMENT OF OBLIGATIONS: I will pay my Note according to its terms; this Mortgage will become null and void when the Note is paid in full.

Darrell G. Medcalf (Seal)
(Mortgagor)

DARRELL G. MEDCALF
(Type Name)

Janet E. Medcalf (Seal)
JANET E. MEDCALF
(Type Name)

STATE OF ILLINOIS }
COUNTY OF **COOK** } ss. (Seal)

The foregoing instrument was acknowledged before me this **NINETEENTH DAY OF JANUARY, 1990**

by **DARRELL G. MEDCALF AND JANET E. MEDCALF**
HIS WIFE

Sandra K. Monteith
Notary Public

SANDRA K. MONTEITH
(Type Name)



This instrument was prepared by **YEGEN EQUITY LOAN CORP.**
1990 EAST ALGONQUIN ROAD, SCHAUUBURG, ILLINOIS 60173
(Name) (Address)

ILL. 1ST/SEC. MTG. - MTG. (9/88)

Y1133

NOTICE: See Other Side for Additional Provisions
FIRST COPY-ORIGINAL, SECOND AND THIRD COPIES-BORROWER, FOURTH AND FIFTH COPIES-FILE

EQUITY TITLE COMPANY EC108087

90042957

Handwritten initials

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TAXES, LIENS, INSURANCE MAINTENANCE... will pay, when they become due and payable, all taxes, liens, assessments, obligations, water rates and other charges against the real estate, whether superior or inferior to this Mortgage, maintain hazard insurance on the real estate in your favor in a form and amount satisfactory to you and maintain and keep the property in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge on purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you on demand, will bear an interest charge at the interest rate in effect from time to time as set forth in the Note secured by this Mortgage. If permitted by law or if not, at the highest lawful interest rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I shall give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the property damaged or, at your option, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the property or do not answer within ten (10) days a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

TITLE — The real estate and buildings on the real estate were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the real estate and the buildings. I further warrant that the lien created by this Mortgage is a valid and enforceable lien, subordinate only to (1) the advances actually made and secured by any mortgage of record on the date of this Mortgage and (2) easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else including subsequent advances secured by any first mortgage.

DUE ON SALE OR ALTERATION — Except in those circumstances in which federal law otherwise provides, I will not, without your consent, sell or transfer the real estate or alter, remove or demolish the buildings on the real estate.

CONDEMNATION — The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the property, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the property is abandoned by me, or if, after notice by you to me that the condemnor or agent to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due.

DEFAULT — If I default in paying any part of the obligations secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures, or if I default under the terms of any other mortgage covering the real estate, the full unpaid principal balance and accrued and unpaid interest charge will become due immediately if you desire, without your advising me. I agree to pay your costs and expenses actually incurred in foreclosure of this Mortgage including lawful attorney's fees. If any money is left over after you foreclose on this Mortgage and deduct such costs and expenses, it will be paid to the person legally entitled to it, but if any money is still owing, I agree to pay you the balance.

APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS — I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter and take possession of the mortgaged premises and take possession of them, rent them if the mortgaged premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

RIGHTS CUMULATIVE — Your rights under this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of any other nor shall any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

NOTICES — I agree that any notice and demand to be given to you shall be given either in person or by mail.

EXTENSIONS AND MODIFICATIONS — Each of the persons signing this Mortgage agrees that no extension of time or other variation of any obligation secured by this Mortgage will affect any other obligations under this mortgage.

WAIVER OF EXEMPTIONS — Each of the persons signing this Mortgage waives all marital rights, homestead exemption and all other exemptions relating to the above real estate.

APPLICABLE LAW — This Mortgage is made in accordance with, and will be governed by, the laws of the State of Illinois.

SEE OTHER SIDE FOR ADDITIONAL PROVISIONS

009880000

03020107

STATE OF ILLINOIS
COUNTY OF COOK
Mortgagee: DANIEL G. KENDRICK
Mortgagor: JAMES E. WEDDLE
Notary Public: SANDRA K. MONTEITH
Official Seal: SANDRA K. MONTEITH, Notary Public, State of Illinois, My Commission Expires Mar 29, 1993

NOTICE: See Direct Side for Additional Provisions. FIRST COPY ORIGINAL, SECOND AND THIRD COPIES BORROWER, FOURTH AND FIFTH COPIES FILE.

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UNIT NO. 1-10-162-K IN ROB ROY COUNTY CLUB VILLAGE CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND IN SECTION 26, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST NO. 24978, RECORDED NOVEMBER 12, 1982 AS DOCUMENT NO. 26410009 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS AMENDED FROM TIME TO TIME, (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY, AS AMENDED FROM TIME TO TIME) WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS ARE FILED OF RECORD IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY.

OKA: 193 COUNTRY CLUB DRIVE

#1-10-162-L-K

PROSPECT HTS, ILL

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7/15/00