MORTGAGEE:
Ford Notor Credit Co., Inc.

Ford Motor Credit Co., Inc 11311 Cornell Park Drive Suite 400 Cincinnati, Ohio 45242 John C. Reiss and Mable L. Reiss, His Wife as Joint Tenants 3135 St. Louis Chicago, IL 60618

**DATE OF LOAN** 4/17/90

ACCOUNT NUMBER

24318-8

OPEN END MORTGAGE MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 44,183.51

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

Cook

forever, the following described real estate situated in the County of \_

and State of Illinois, to wit

Lot 15 in Block 2 in S.E. Gross Second Unter Den Linden Addition to Chicago, Being a Subdivision of Lots 3 and 4 in brand's Subdivision of the Northeast 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

Also, known as: 3135 St Louis, Chicago, IL 60618

Permanent Tax 1.D.# 13-26-202-015

90175176

DEPT-01 RECORDING \$13.25
T#2222 TRAN 3157 04/18/90 11:06:00
#7754 # IB ★-90-175176
COOK COUNTY RECORDER

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 Mortgagor(s) 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 \$44, 183, 51. 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. The nancing of the unpaid balance of the loan stated above, or a renewal thereof or both

The maximum amount of unpaid loan indebtedness, exclusive of inferest thereon, which may be outstanding at any time is Eighty. Three & 51/100. Dollars in addition to any time 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 premiuses.

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 estimates of record and all statutes, orders requirements, or decroes relating to the property by any governmental authority

Mortgagor(s) shall not, without the prior written consent of the Mortgagee, enter in 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 not diffes 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 Mortgage (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, covens as 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 Mortgage amay 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 desireable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged proports.

The whole of the said principal sum and the interest shall become due at the option of the Mortgagoe (1) if the Mortgagoe(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 Mortgage on demand any amount which the Mortgagee may have paid on any other Prior Mortgage with interest thereon, or (3) should any run 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 Mortgagoe.

The generality 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

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

have hereunto set their hands this date

X Mortgagor
X John C. Reiss
Spouse (Date)

X Mortgagor
(Date)
(Seal)

STATE OF ILLINOIS

JNTY OF . . . . . .

Be It Remembered, That on the \$17 \text{th}\_{day of } \text{ April } \text{ 19 90 before me, the subscriber, a Notary Public in and for said county, personally came } \text{ John C. Reiss } \text{ and } \text{ Mable L. Reiss } \text{ \$\frac{1}{2} \text{ \$\frac{1}{2}

the Mortgagor(s) in the foregoing mortgage, and acknowledged the signing thereof to be their voluntary act

This instrument was prepared by



## **UNOFFICIAL COPY**

MORTGAGE

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		C/O/T/S	
RELEASE THE CONDITIONS of the within mortgage having been complied with, the undersigned hereby cancels and releases the same this	at		

complied with, the undersigned hereby cancels and releases THE CONDITIONS of the within mortgage having been

SECRETARY