## UNOFFICERCE COPY 71

Max A. Linchesky and Marilyn J. Lincheskyhis

THIS INDENTURE WITNESSETH That the undersigned, wife in joint tenancy

Bor 4 IL-13-15-33-75TCC, Ed. Nov. '88

of 2125 W. 23rd P1. County of Cook hereafter referred to as "Mortgagora", do hereby convey and warrant to	, State of Illinois,
Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS,  BENEFICIAL ILLINOIS INC.,  The box checked above identifies the Mortgages)	
Lot 47 in Block 2 in the South Half of Block A in Morre!	Mortgagee", the following real property red to as the "Property", to-wit:
of the East Half of the North West Quarter of Section 30, Township 39 NOrth, RAnge 14 East of the Third Principal Meridian, in Cook County, Illinois,	
Chicago, I1. 60608 PIN 17-3%-114-014	
	11-01 8ECOROTNO 5555 TRAN 8152 09/13/91 13:37100 5426 + E → 91-476794 COOK COUNTY RECORDER
	91476794
TOGETHER with all the buildings and improvement row or hereafter erected on the Property fixtures and the rents, issues and profits of the Property of every name, nature and kind.	and all appurtenances, apparatus and
If this box is checked, this Mortgage is subject to a prior mortgage dated	, 19 , executed by
as mortgagee, which prior mortgage secures payment of a promissory note in the principal an That prior mortgage was recorded on . 19	with the Register of Deeds of
County, Illinois in Book of Mortgages at page TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the viet and purposes helbenefits under the Homestead Exemption laws of the State of Illinois, which rights and benefits M	
This Mortgage is given to secure: (1) The payment of a certain Indebtedness vayable to the Mortgagors' promissory note or Loan Agreement (Note/Agreement) of even date lerewith	ortgagors do hereby release and waive. e order of Mortgagee, evidenced by
in the Total of Payments of \$	
of the Actual Amount of Loan at the Rate of Charge set forth in the Note/Agreement.	ther with interest on unpaid balances
together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the rate set any additional advances made by Mortgagee to Mortgagors or their successors in title, prior to the payment of any subsequent Note/Agreement evidencing the same, in accordance with the term Mortgage shall not at any time secure outstanding principal obligations for more than two hundre advances that may be made for the protection of the security as herein contained.	ne car.cetition of this Mortgage, and s thereof: provided, however, that this d thousand hollars (\$200,000,00) plus
It is the intention hereof to secure the payment of the total Indebtedness of Mortgagors to Mortgag whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a lar made shall be liens and shall be secured by this Mortgage equally and to the same extent as the security of this Mortgage, and it is expressly agreed that all such future advances shall be liens of	ter date. All such future advances so amount originally advanced on the
Mortgagors or their successors in title, either under the terms of the Note/Agreement as originally e by any subsequent note/agreement or under the terms of this Mortgage or any suppl (1) repay to Mortgagee the Indebtedness secured by this Mortgage whether such sums shall have hereof or at any time hereafter; (2) pay when are all taxes and assessments levied against the Proper receipts for such payments to Mortgage promptly upon demand; (3) keep the buildings and improntinually insured against fire and such other hazards in such amount and with such such such such such such such suc	greed to be paid to Mortgagee by xecuted or as modified and amended lement thereto. Mortgagors shall been paid or advanced at the date rty or any part thereof and to deliver provements situated on the Property
of the Property and maintain the Property B. good condition and repair; (5) comply with all appreciations of any nation, state or multiplication in the property to use nor to permit the Property to (6) keep the mortgaged Property free from liens superior to the lien of this Mortgage, except as liendebtedness which may be secured by a lien or charges on the Property superior to the lien of this Mortgage, except as liendebtedness which may be secured by a lien or charges on the Property superior to the lien of this Mortgage; time being of the essence of this Mortgage or the North Mortgage or the North Mortgage.	ent or deterioration of all or any part blicable laws, ordinances, rules and be used for any unlawful purpose; isted above, and pay when due, any lortgage; (7) not to sell or convey the lortgage and the Note Agreement;
or of the Note/Agreement, the lien of this Mortgage remaining in full force and effect during any post of payment of all or part of the Indebtedness; and (9) if ownership of any part of the Property becomes than Mortgagors, deal without notice to Mortgagors with such successor or successors in intermed the Indebtedness in the same manner as with Mortgagors.	aver of the terms of this Mortgage stponement or extension of the time

duess in accordant with the terms of the Note/Agreement, He instituents on the ladge. Mortgagee, at its option, may declare the unpaid balance of the Indebtedness 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 Indobtedness 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 Mortgagee and in accordance with the Note/Agreement. Mortgagee, 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 bear interest at the Rate of Charge until paid in full. Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, either 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 or other liens or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torren. Certificate showing the complete title of the Property, including the foreclosure decree and Certificate of Sale. There shall next be said the Indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagors. The purchaser at the sale shall have no duty to see to the application of the purchase money. If Mortgagors voluntarily she's se's or convey the Property, in whole or in part, or any interest in that Property or by some act or mean divest themselves of title to the Priperty without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the unpaid balance of the Indebted est immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's cre sit sorthiness 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 be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular. day of SEpt. IN WITNESS WHEREOF Mortgagors have here into set their hands and seals this STATE OF ILLINOIS COUNTY OF Cook ACKNOWLEDGMEN'S I, a Notary Public, in and for the county in the state aforesaid do hereby certify that Max A. Linchesky and Marilyn J. Linchesky, his wife in joint tenangersonally known to me to be the same person & name . .... XM/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signs sealed and delivered the instrument as the 15 wn free and voluntary act for the uses and curposes therein set forth, including the release and waiver of the right of homestead. Sept. 19 Given under my hand and Notarial Seal this OFFICEAL SEAL EARLY AND TO Noiary Public Beneficial Illinois Inc. d/b/a BENEFICIAL MORTCAGE CO. OF ILLINOIS Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS Max and Marilyn Linchesky **PENEMICIAL ILLINOIS INC.** BENEFICIAL ILLINOIS INC. 6099 Archer Ave. Chicago, 11. 60638 2125 W. 23rd Pl. 6099 Archer AVe. B