

UNOFFICIAL COPY

MORTGAGE

915-16050

THIS INDENTURE WITNESSETH That the undersigned, CLEOPHIS CALDWELL JR AND JENE C. CALDWELL, HIS WIFE AS JOINT TENANTS hereafter referred to as "Mortgagors", do hereby convey and warrant to

Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS, BENEFICIAL ILLINOIS INC., (The box checked above identifies the Mortgagor)

a Delaware corporation qualified to do business in Illinois, having an office and place of business at 1000 JORIE BLVD STE 115 OAK BROOK, IL 60521, hereafter referred to as "Mortgagee", the following real property situate in the County of COOK State of Illinois, hereafter referred to as the "Property", to-wit:

LOT 37 AND THE NORTH 1/4 OF LOT 36 IN BLOCK 24 IN PROVISIO LAND ASSOCIATION ADDITION TO MAYWOOD IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 220 S. 18TH AVE MAYWOOD, IL 60153

915-16050

DEPT-01 RECORDING \$13.00
14444 TRAM 5397 10/10/91 09:54:00
4320 D * - 91 - 546050
COOK COUNTY RECORDER

PIN: 15-10-306-025-0000

PREPARED BY: VICKI VEYERA
1000 JORIE BLVD, STE 115
OAK BROOK, IL 60521

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

If this box is checked, this Mortgage is subject to a prior mortgage dated 11-29-78, 1978, executed by Mortgagors to THE LOMAS AND SETTLETON COMPANY as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ 27,550.00 That prior mortgage was recorded on 12-5-78, 1978 with the Register of Deeds of COOK County, Illinois in Book 24749330 of Mortgages at page

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

This Mortgage is given to secure: (1) The payment of a certain Indebtedness payable to the order of Mortgagee, evidenced by Mortgagors' Loan Agreement ("Agreement") of even date herewith

in the Total of Payments of \$

in the Principal or Actual Amount of Loan of \$ 17,000.00 together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge set forth in the Agreement,

together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the rate set forth in the 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 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 hundred thousand 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 limits prescribed herein whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date. All such future 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 liens 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 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 (1) 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 Mortgagee 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 listed 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 Agreement; (8) consider any waiver of any right or obligation under this Mortgage or the Agreement as a waiver of the terms of this Mortgage or of the 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, do so 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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If Mortgagors fail to pay, when due, the monthly instalments on the Indebtedness in accordance with the terms of the Agreement, 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 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 Mortgagee and in accordance with the 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 Torrens 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 shall have 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 Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness 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 Agreement.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF Mortgagors have hereunto set their hands and seals this 16TH day of OCT, 19 91

Cleophis Caldwell Jr.
CLEOPHIS CALDWELL JR. (Seal)

Jene C. Caldwell
JENE C. CALDWELL (Seal)

STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.:

ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that CLEOPHIS CALDWELL JR AND JENE C. CALDWELL, HIS WIFE AS JOINT TENANTS, personally known to me to be the same person S whose nameS is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged thatTHEY signed, sealed and delivered the instrument asTHEIrown free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 16TH day of OCT, 19 91

Notary Public

RANDY L. LARSON

" OFFICIAL SEAL "
RANDY L. LARSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/18/95

91546050

MORTGAGE

CALDWELL

to

Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS
 BENEFICIAL ILLINOIS INC.

CALDWELL

BENEFICIAL ILLINOIS INC.
P.O. BOX 3351
OAKBROOK, IL 60522

MAIL TO:

Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS
 BENEFICIAL ILLINOIS INC.

BENEFICIAL MORTGAGE CO.
P.O. BOX 3351
OAKBROOK, IL 60522