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DEPT-01 RECORDINGS $15.00
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#2577 # A *-91-557582
COOK COUNTY RECORDER

(Daniel Hinsberger

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Box 170 15.00

Bernice Faye Hartfield

Document is without a legal discription. Customer paid the $2.00 additional fee.

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26, September, 1991

11-1-94

OFFICIAL SEAL
BERANICE FAYE HARTFIELD
Notary Public, State of Illinois
My Commission Expires 11/1/94

Beranice Faye Hartfield

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MORTGAGE

THIS INDENTURE, Made this 14th day of October 19 91 between

JOSEPH MC CLENDON AND HELEN MC CLENDON, HIS WIFE, Mortgagor, and

MANUFACTURERS HANOVER MORTGAGE CORPORATION, A DELAWARE CORPORATION

a corporation organized and existing under the laws of THE STATE OF DELAWARE

Mortgagee

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FIFTY TWO THOUSAND FOUR HUNDRED SEVENTY FIVE AND 00/100----------Dollars ($52,475.00-----)

payable with interest at the rate of THIRTEEN--- percent (13.00%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in FARMINGTON HILLS, MICHIGAN or at such other place as the holder may designate in writing, and delivered; said principal and interest being payable in monthly installments of FIVE HUNDRED EIGHTY AND 00/100----------Dollars ($ 580.00---) on the first day of DECEMBER, 1991, and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER, 2013.

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying and being in the County of COOK and the State of Illinois, to wit:

LOT ONE HUNDRED NINETY FIVE (195) IN ELGARE'S POTTAWATOMIE HILLS, BEING A SUBDIVISION OF THE SOUTH SIXTY (60) ACRES OF THE WEST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) AND THE EAST ONE HALF (1/2) OF THE SOUTHWEST ONE QUARTER (1/4) OF SECTION TWENTY FIVE (25), TOWNSHIP THIRTY SIX (36) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof, and all apparatus and fixtures of every kind for the purpose of supplying or distributing heat, light, water, or power, and all plumbing and water fixtures, or the same be placed in, upon, or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do or permit to be done upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not to remove any fixtures or mechanical, gas or electrical, now or hereafter to attach to said premises, to pay to the Mortgagee, on hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagee on account of the ownership thereof, (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness secured by this mortgage, to be paid out of the rents of the said mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however, (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove any tax, assessment, or lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

Mortgagor shall furnish to the Mortgagee within one hundred days after the date of this mortgage, a certificate of title showing the premises free and clear of all liens and encumbrances except those herein specifically permitted, or such other encumbrances as may be acceptable to the Mortgagee.

STATE OF MARYLAND