Real Estate Mortgate (N) For Hurchase Money) May gage Date

This morrage is made on the date noted above between the parties listed below. The Mortgagor(s) for value received mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION						
	Home Equity Line Property located 911 S Owen Mt. Prospect, IL BEE ATTACHMENT L	60056	92967336 DEFT-01 RECORDING T#4444 TRAN 0955 12/23/92			1
MORTGAGOR(S)		MORTGAGE			TY RECORDER	
NAME(S) Rollyn F Meyers Jr.		NAME(S)				
Suanita A Neyers	Midland Savings Bank FSB				1	
ADDRESS 911 & CHER		ADDRESS	606 WALNUT			
CITY MC. Prospect		CITY	DES MOINES			
COUNTY COOK STAT	E II	COUNTY	POLK	STATE	IOWA	

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$. Loans and advances up to THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILE CORTGAGES AND LIENS.

This Mortgage secures revayment of the secured debt and the performance of the covenants and agreements contained in this Mortgage and the agreement describe, below. Secured debt, as used in this Mortgage, includes any amounts Mortgagor(s) may at any time owe under this Mortgage, the agreement described below, any renewal, refinancing, extension or modification of such agreement. The secured debt is evidenced by a Home Equity Line of Credit Agreement dated December 18, 1992 . The above obligation is due and payable on December 15, 2007 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum of nicipal amount of TWENTY FIVE THOUSAND AND 00/100

Dillars (\$ 25,000.00), plus interest. The above amount is secured

even though all or part of it may not yet be about aid.

Mortgagor(s) covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

The Mortgagor(s) will make all payments on the sourced debt according to the terms of the agreement which evidences such

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgager(s) choice. This insurance will include a struct mortgage clause in Mortgagee's favor. Mortgagee will be named as loss payee or as the insured on any such incurance policy. Any insurance proceeds may be applied, within Mortgagee's discretion, to alther the restoration or repair of the damaged property or to the succeed debt. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due

in the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, considers a default in the Agreement and subject that agreement to the Mortgagee's right to demand payment in full unless it is protected by federal as 7 as of the date of this Mortgage.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default. Mortgagor(s) will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that is a priority over this Mortgage or any note or agreement secured thereby without Mortgagee's written consent. Mortgagor(s) will promptly deliver to Mortgagee any notices Mortgagor(s) receive from any person whose rights in the property have priority over his trusted. Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees and costs of abstracts unless prohibited by law.

The Mortgagor(s) hereby waive and release all rights, dower and distributive share and homestear intemption as to the property.

If Mortgagor(s) fail to make any payment when due or breach any covenants under this Mortgage, any prior mortgage or any obligation secured by this Mortgage, Mortgagee may either accelerate the maturity of the secured debt and dense in immediate payment or exercise any other remedy available to Mortgagee. Mortgagee may foreclose this Mortgage in the manner provided by raiv.

if Mortgagor(s) fail to perform any of their duties under this Mortgage, or any other Mortgage, deed of it ist, her or security interest that has priority over this Mortgage, Mortgagee may perform the duties or cause them to be performed. Mortgagee may sign Mortgagor(s) name or pay any amount !! necessary for performance. Mortgagee's failure to perform will not preclude it from exercising any of its other rights under the law of this Mortgage. Any amounts paid by Mortgagee to protect its security interest will be sourced by this Mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest in effect from time to time on the secured debt.

tgages may enter the property to inspect with prict notice stating reasonable cause for inspection.

Mortgagor(s) assign to Mortgagee the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied against the secured debt. This assignment is subject to the terms of any prior security agreement.

SIGNATURES

Original document Midland Savings Bank

By signing below, Mortgagor(s) agree to the terms and covenants contained on this Mortgage. Mortgagor(s) also acknowledge receipt of a copy of the Mortgage on today's date.

Juanita A Moyers

NOTARIZATION

SS:

"OFFICIAL SEAL"

CHERYL A. BAKER 9 Rotary Public. State bettiliscone, advotary Public in the State of Iowa,

On this day of personally appeared Rollyn F Meyers Jr. MACAGEMENT Expires 2/15/976 known to be the person(s) named in and Juanity who executed the foregoing instrument, and acknowledged that the y executed the same voluntary act and deed. their

ITEM 20200LD (\$102)

Notary Public in The State of Iowa

UNOFFICIAL COPY

Property of Coof County Clerk's Office

92967336

Dagmui document



EXHIBIT A

PROPERTY LEGAL DESCRIPTION

336200050.1

Property located at: 911 S Owen, Mt. Prospect, IL 60056

LOT 52 IN CLEARBROOK ESTATES, BEING A SUBDIVISION OF THAT PART OF THE NEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13. TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF GOLF ROAD AS PER PLAT OF DEDICATION RECORDED OCTOBER 11, 1929, AS DOCUMENT NUMBER 10494973, ACCORDING TO PLAT OF SAID CLEARBROOK ESTATES, REGISTRY IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 21, 1956 AS DOCUMENT NUMBER 1690611, IN COOK COUNTY, ILLINOIS.

PERMANENT INTER NUMBER: 08-13-209-006

When Recorded, please return to:

Midland Savings Bank 606 Walnut St. Des Moines, IA. 50309

Agl y F Heyers Sr.

Juanita & Harris

UNOFFICIAL COPY

Property of Coot County Clert's Office

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