

UNOFFICIAL COPY

Real Estate Mortgage (Not for Purchase Money)

MORTGAGE DATE
January 12, 1993

This mortgage is made on the date noted above between the parties listed below. The Mortgagor(s), having received as consideration the principal amount shown below from the Mortgagee, receipt of which is acknowledged, 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.

93-37 Cook

PROPERTY DESCRIPTION			
Property located at: 9721 1/2 W 57th St Countryside, IL 60525			
Lot 3 in Benton's resubdivision of the West 37.434 feet of Lot 6 and Lot 7 and Lot 8 (except the West 100.00 feet thereof) and (excepting from all of the foregoing the North 30.00 feet previously dedicated for highway purposes) in Stouffer's subdivision of the South 1/2 of the North East 1/4 (except the			
MORTGAGOR(S)		MORTGAGEE	
NAME(S) Patrick W Russell Barbara A Russell	358320380 344366796	NAME Midland Savings Bank FSB	3360001070
ADDRESS 9721 1/2 W 57th St		ADDRESS 606 Walnut	
CITY Countryside		CITY Des Moines	
COUNTY Cook	STATE IL	COUNTY Polk	STATE Iowa
PRINCIPAL AMOUNT			
TWENTY FIVE THOUSAND AND 00/100			\$ 25,000.00

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This Mortgage is given to secure the agreements specified in this Mortgage as well as the Mortgage or Consumer Loan Agreement between Mortgagor(s) and Mortgagee of even date. This Mortgage also secures such future Mortgage or Consumer Loan Agreements between Mortgagor(s) and Mortgagee that may be entered into and which specifically reference this Mortgage as the security instrument securing such future Mortgage or Consumer Loan Agreements.

The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Mortgage or Consumer Loan Agreement which documents such indebtedness.

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 Mortgagor(s) choice. 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, constitute a default in the

Consumer Loan Agreement and subject that agreement to the Mortgagee's right to demand payment in full.

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) agree to pay, and this mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees, costs of abstracts, title insurance, court and advertising costs.

If permitted by law, the Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a Mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default in the payment of any indebtedness secured by this Mortgage or fail to perform any other promise made in this Mortgage or in a Mortgage or Consumer Loan Agreement which documents such indebtedness. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real property being mortgaged hereunder.

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ADDITIONAL PROVISIONS	
East 384.78 feet of the South 417.06 feet thereof) in Section 16, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. Tax I. D. 18-16-209-039	
DEPT-01 RECORDING	\$21.00
T#6666 TRAN 59S2 01/20/93 14:47:00	
49248 # * -93-049840	
COOK COUNTY RECORDER	
Original document Midland Savings Bank	

SIGNATURES - MORTGAGOR(S) / WITNESSES	
Signed and sealed by Mortgagor(s):	
X <u>Patrick W Russell</u> Mortgagor's Signature	X _____ Mortgagor's Signature
X <u>Barbara A Russell</u> Mortgagor's Signature	X _____ Witness' Signature
X _____ Mortgagor's Signature	X _____ Witness' Signature

NOTARIZATION	
State of <u>Illinois</u>	The foregoing instrument was acknowledged before me this <u>12</u> day of <u>January</u> , 1993, by <u>Patrick W Russell</u> and <u>Barbara A Russell</u>
County of <u>Cook</u> ss.	Notary Public's Signature <u>Cheryl A. Baker</u>
	Notary Public's Name <u>Cheryl A. Baker</u>
	For the County of: _____ State of: _____
When Recorded Return to: Midland Savings Bank 606 Walnut Des Moines Iowa 50309	Drafted By _____ Address, City, State _____

OFFICIAL SERVICE
CHERYL A. BAKER
Notary Public, State of Illinois
My Commission Expires 2/15/95

Box 14

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Property of Cook County Clerk's Office

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