Real Estate Mortgage (No for Purchase Money) Viorigage Date 93107438
This mortgage is made on the out note above between the artist listed below the Mortgager(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. The state of the s

ROPTION
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$\Delta Z = 0$

COUNTY

Home Exquity Line Property located at: 2611 Luke Ave Wilmette, IL 60091

CICLE GUARANTY 4801 Emerson St., Suite 102 Palatine, IL 60097 (708) 303-6200

IOWA

DEPT-01 RECORDING \$23,00 \$2 : <u>00</u> 8

SEE ATTACEMENT	LEGAL KIRIE	17247 4 H-07-10747
MORTGAGOR(8)	MORTGAGE	E COOK COUNTY RECORDER
NAME(S) James L Bailey, Jr. Mancy E Bailey EKA Nancy E Tucker	NAME(S)	
Mancy & Balloy Aka Nancy & Tucker		Midland Savings Bank FSS
ADDRESS 2611 Lake Ave	ADDRESS	606 WALNUT
CITY WILMSELD	CITY	DES MOINES

COUNTY

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ LOANS AND ADVANCES UP TO THIS AMOUNT, TOO THER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

This Mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this Mortgage and the agreement described below. Secured debt, as used in this Mortgage, includes any amounts Mortgagor(s) may at any time owe under this Mortgage, the agreemr. It described below, any renewal, relinancing, extension or modification of such agreement. The secured debt is evidenced by a Home Equity line of Credit Agreement dated December 9, 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 or hapal amount of HINETEEN THOUSAND AND 00/100

Juliars (\$ 19,000.00

), plus interest. The above amount is secured

even though all or part of it may not yet be advanted

STATE

Mortgagor(s) covenant and warrant title to the projectly, 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 second debt according to the terms of the large mant which evidences such indebtedness

Midland Savings Bank
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. This insurance will include a standard mortgage clause in Mortgagee's favor. Mortgagee will be named as loss payee or as the insured on any such insurance policy. An insurance proceeds may be applied, within Mortgagee's discretion, to either the restoration or repair of the damaged property or to the secured 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 thoir interest in the property, whether by deed, contract, or otherwise, cuch sale or assignment may, at the Mortgagee's option, constitute a default in the Agreement and subject that agreement to the Mortgagee's right to domaind payment in full unless it is protected by federal fact 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 Mortgaged's written consent. Mortgagor(s) will promptly deliver to Mortgage any notices. Mortgagor(s) receive from any person whose rights in the property have priority over Nortgage's rights. Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including but not limited by leave. abstracts unless prohibited by law.

The Mortgagor(s) hereby waive and release all rights, dower and distributive share and homestee, exemption 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, Mortgages may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy available to Mortgages. Mortgages may foreclose this Mortgage in the manner provided by the w.

If Mortgagor(s) fail to perform any of their duties under this Mortgage, or any other Mortgage, deed of this life, or security interest that has priority over this Mortgage, Mortgagee may perform the duties or cause them to be performed. Mortgage may sign Mortgagor(s) name or pay any amount if necessary for performance. Mortgagee's failure to perform will not preclude it from axinolating any of its other rights under the law of this Mortgage. Any amounts paid by Mortgagee to protect its security interest will be secured 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 rate in effect from time to time on the secured debt. time to time on the secured debt.

Mortgages may enter the property to inspect with prior 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

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

STATE OF HOWAT, SUUNTY OF

88:

E Bailev the foregoing instrument, and acknowledged voluntary act and deed.

, before me, a Notary Public in the State of Iowa, to me known to be the person(s) named in

executed the same as letal

Notary Public in The State of Iowa

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

1292 On this day of personally appeared James L Bailey, Jr. and Wancy and who executed

ITEM 23283L0 (9102)

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Property of Cook County Clerk's Office

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Mency and Louis

-OUNT CLOTT'S C 02-32-300-013 SEPHYMENT INDEX NOMERN HENDDING IN COOK COUNTY, ILLINOIS, TOWESTED 42 MORTH, RANGE 13, RAST OF THE TERID PRINCIPAL 1/3 OF LOT 49 OF COUNTY CLERK'S DIVISION OF SECTION 32, TOT 3 IN SEXITER'S SUBDIALSION OF THE MEST 1/2 OF THE MEST

Property located at: 2611 Lake Ave., Wilmette, IL 60091

3362000404

SHOPERTY LEGAL DESCRIPTION

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WIDLAUD SAVINGS BANK

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Property of County Clerk's Office