This Mortgage is made on the date noted above between the parties listed below. The Mortgagor(s) for value received mortgages, and warrants to the Mortgages, 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, exsements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION	
LOT 17 IN BLOCK 2 IN W.F. KAISER AND COMPANY'S	
MIICHGAN AVENUE SUBDIVISION, BEING A SUBDIVISION IN	
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10,	
TOWNSHIP 37 NOTH, RANGE 14, EAST OF THE THIRD PRINCIPAL	
IN COOK COUNTY, ILLINOIS. PIN # 25-10-315-04/	
	MORTGAGEE Loan Number: 3360007108
NAME(5) HOSBAND AND WIFE	NAME
JULIUS C WILLIAMS SS#: 587-14-5340	Midland Savinge Bank FSB
Brenda Williams SS#: 403-92-6646	
ADDRESS 62 E 101ST PLACE	ADDRESS 606 WAINUT STREET
CITY CHICAGO	CITY DES MOINES
COUNTY COOK STATE IL	COUNTY POLK STATE IOWA

NOTICE: THIS MORTCACE SECURES CREDIT IN THE AMOUNT OF \$ 18000.00 ... LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WIT? INTEREST, ARE SENIOR TO INDESTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

This Mortgage secures repayme it of the secured debt and the patformance of the covenants and agreements contained in this Mortgage and the agreement described below. Secu to debt, as used in this Mortgage, includes any amounts Mortgager(s) may at any time owe under this Mortgage, the agreement described balks, any renewal, refinancing, extension or modification of such agreement. The secured debt is evidenced by a CONSUMER LOAN AGREEMENT November 24, 1993 dated . The above obligation is due and payable on November 30, 2000 inot paid earlier. The total unpaid balance secured by this Mortgage at any one time shall not exceed Eighteen Thousand and 00/100 a maximum principal amount of

18000.00

), plus interp. The above amount is secured even though all or part of it may not yet be advanced.

Mortgagor(s) covenant and warrant title to the property, elicept for encumbrances of record, municipal and zonicelgidianges, purport taxes ar assessments not yet due and Midland Savings Bank

The Mortgagor(s) will make all payments on the secured debt acc reling to the terms of the agreement which evidences such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repal, 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 leave in Mortgagee's favor. Mortgagee will be named as lose payee or as the insured on any such insurance policy. Any 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 traces, assessments and other charges when they are due.

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

The Mortgagor(s) will pay all mortgage Indebtedness to which this Mortgage is secondary, pointeding 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 nake or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this Mortgage or any note or agreement secured thereby without Mortgages's written consent. Mortgagor(s) will promptly deliver to Mortgages any notices Mortgagor(s) rective from any person whose rights in the property have priority over Mortgages's rights. Mortgagor(s) agree to pay, and this Mortgage shall sect to 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 homestead eximption as to the property.

If Marigagor(s) fail to make any payment when due or breach any covenants under this Morigage, any prior morigage or any obligation secured by this Morigage, Morigage may either accelerate the majurity of the secured debt and demand immediate prymint or exercise any other remedy available to Morigage. Morigage may foreclose this Morigage in the manner provided by law. At any time after the commencement of an action in foreclosure, or during any period of redemption, the court having jurisdiction of the case shall at the request of the Morigages, without regard to the adequacy of the security, insolvency of the Morigagor or waiver by Morigages of any deficiency, appoint a receiver to take immediate possession of the property.

If Mortgagor(s) fall to perform any of their duties under this Mortgage, or any other mortgage, deed of trust, lien 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 if necessary for performance. Mortgages's failure to perform will not preclude it from exercising any of its other rights under the lew of this Mortgage. Any amounts paid by Mortgagee to protect its security interest will be secured by this Mortgage. Buch 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.

Mortgages may enter the property to inspect with prior notice stating reasonable cause for inspection,

Mongagor(s) assign to Mongagoe the proceeds of any sward 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.

BERUTANDIE

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

C WILLIAMS

NOTARIZATION STATE OF HOWA, COUNTY OF

KILLIKA

day of Novemb JULIUS C WILLIAMS and BRE 1993

THEY

d that

, before me, a Notary Public in the State of-lows.

to me known to be the empying the same as

person(s) named in and who executed the foregoing instrument, and THEIR voluntary act and deed.

130769

he State of lows

ITEM STAAJLE (8501)

personally appeared

UNOFFICIAL COPY

COOK CONNIA BECORDER

\$2528 1 KA ←->←->TÇ>BI

1\$0011 1894 3348 08/15/04 10:50:00,

DE6L-01 KECOKDING 152°00

Property of County Clerk's Office