UNOFFICIAL CORM978

•		Salara Salara		
THIS INDENTURE WITNESSET	TH That the undersigned, A	rion overall sr	. AND HATTLE B. OVERA	
AND WIFE AS JOINT TENANT hereafter referred to as "Mortgage			a american para de la compansión de propries de la compansión de la compan	ayan kala sahanga kabun tara taya \$
 A control of the contro	Beneficial Illinois Inc. d/l BENEFICIAL ILLINOIS (The box checked above identifies t	INC.,	ORTGAGE CO. OF ILLINOIS,	
a Delaware corporation qualified to HAZELCREST, IL situate in the County of COOK	and the second s	hereafter, referred t	o as "Mortgagee", the followin	g real property
LOTS 13 AND 14 IN BLOCK NORTH, RANGE 14 EAST OF	74 IN HARVEY IN SECT	TION :17, TOWNSH	IP 36	• • • • • • • • • • • • • • • • • • • •
PIN#29-17-114-030-0000		•		
COMMONLY KNOWN AS: 15326 HARVE	S SOUTH LOOMIS EY,IL 60426		en e	
			. DEPT-01 RECORDING	\$23.50
en e	% ,		. T#5555 TRAH 8724 11/	18/94 14#25#00
i de partir per Miller (Alle) Les santantes de la Colonia de la Colonia Les santantes de la Colonia de la Colonia (Colonia)	Ox		#4916 & JULE **・・・テ CODK COUNTY RECORD	チーテお1978 ER
*	(
TOGETHER with all the buildings a	and impeasuments as wor her	onfter prected on the	Property and all appurtenances.	nonaratus and
fixtures and the rents, issues and pr	rofits of the Property of every	y name, nature and ki	ind.	
☐ If this box is checked, this Mort Mortgagors to	the state of the s			
as mortgagee, which prior mortgage That prior mortgage was recorded of	on		. 19 with the Regist	er of Deeds of
TO HAVE AND TO HOLD the Prop benefits under the Homestead Exemp	perty unto Mortgagee forever, ption laws of the State of Illino	for the vier and purple, which rights and be	poses herein set forth, free from mefits Mortgagors do hereby rele	ease and waive.
This Mortgage is given to secure: Mortgagors' Loan Agreement ("Agre	eement") of even date herewi	n Indebtedness paya ^t th	ple to the order of Mortgagee,	evidenced by
in the Total of Payments of	mount of Loan of 8		, to gether with interest on ur	ipaid belances
of the Actual Amount of Lo	can at the Rate of Churge set	forth in the Agreeme	ent, 7	
additional advances made by Mortga payment of any subsequent Agreemer shall not at any time secure outstand that may be made for the protection	agee to Mortgagors or their au nt evidencing the same, in acco ling principal obligations for r n of the security as herein col	sceessors in title, prior ordance with the terms nore than two hundred ntained.	r to the cancellation of this More thereof, provided however, that is thousand donars (3250,000,00)	tgage, and the this Mortgage, plus advances
It is the intention hereof to secure the whether the entire amount shall have made shall be liens and shall be secure security of this Mortgage, and it is ex-	e been advanced to Mortgago ured by this Mortgage equally xpressly agreed that all such i	rs at the date hereof of and to the same extended to the same extended the same extended to t	or at a later date. All 50 or utur ont as the amount originally ad- be liens on the Property as of th	e date hereof.
MORTGAGORS' COVENANTS: The Mortgagors or their successors in title any subsequent note/agreement (1) repay to Mortgagee the Indebted thereof or at any time hereafter; (2) pay receipts for such payments to Mortgage continually insured against fire and a payable to Mortgagee as its interest m of the Property and maintain the Prope	e, either under the terms of the or under the terms of the ness secured by this Mortgag y when due all taxes and assessinger promptly upon demand;	ne Agreement as origir his Mortgage or an e whether such sums : sments levied against (3) keep the building mount and with such	nally executed or as modified and by supplement thereto. Mort shall have been paid or advance the Property or any part thereof s and improvements situated on carrier as Mortgagee shall appr	d amended by gagors shall ed at the date and to deliver the Property ove, with loss

(6) keep the mortgaged Property free from liens superior to the lien of this Mortgage, except as listed above, and pay when due, any indebtedness which may be secured by a lien or charges on the Property superior to the lien of this Mortgage; (7) not to sell or convey the Property without the prior written consent of Mortgagee; time being of the essence of this Mortgage and the Agreement; (8) consider any waiver of any right or obligation under this Mortgage or the Agreement as a waiver of the terms of this Mortgage or of the Agreement, the lien of this Mortgage remaining in full force and effect during any postponement or extension of the time of payment of all or part of the Indebtedness; and (9) if ownership of any part of the Property becomes vested in a person or persons other than Mortgagors, deal without notice to Mortgagors with such successor or successors in interest with reference to this Mortgage and

the Indebtedness in the same manner as with Mortgagors.

UNOFFICIAL COPY

If Mortgagors fail to pay, when due, the monthly instalments on the Indebtedness in accordance with the terms of the Agreement, Mortgagee, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable.

In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Bate of Charge until paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, either before or after sale and without notice to Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of the Property during the pendency of such foreclosure suit; and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the Indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership. Upon foreclosure and sale of the Property, there shall first be paid out of the proceeds of such sale a reasonable sum for plantil's attorney's fees; all expenses of advertising, selling and conveying the Property; and all sums advanced for court costs, any taxes or other liens or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens Certificate showing the complete title of the Property, including the foreclosure decree and Certificate of Sale. There shall next be paid the Indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagors. The purchaser at the sale shall have no duty to see to the application of the purchase money.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property vithout obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the unpaid balance of the Indebtednes, immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditwor'hiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

If there be only one mortgagor, all plural words verein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF	Mortgagors have hereunte set the	ir hands and seals this $15T$	H day of NO	VEMBER , 19	94
			_		
		ARION OVERALL SR	unl-	Se.	. (Seal)
		ARION OVERALL SR			(Seal)
		HATTIE B. OVERALL	Hillia B	overall	(Seal)
STATE OF ILLINOIS)	1/4			

STATE OF ILLINOIS)

COUNTY OF WILL)

ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that R ON OVERALL AND HATTIE OVERALL, HUSBAND AND WIFE AS JOINT TENANTS , personally known to me to be the same person S whose name ARE is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the instrument as THEIR was free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 15TH

FRANK A. COVELLI
Notary Public, State of Illinois
My Cemmission Expires 9/23/96

Notary Public FRANK A. COVELLY

Ľ	Ļ
ځ	•
4	E
ζ	1
Ē	
Ē	Y
Ć	

Beneficial Illinois Inc. dibia BENEFICIAL MORTCACE CO. OF ILLINOIS BENEFICIAL ILLINOIS INC. 3430 WEST 183RD STREET	\$	ARVEY, IL 60426	15326 SOUTH LOOMIS	RION & HATTIE OVERALL	
---	----	-----------------	--------------------	-----------------------	--



C) Beneficial Illinois Inc. d/b/a BENEFICIAI MORTGACE CO. OF ILLINOIS & BENEFICIAL ILLINOIS INC. PO BOX 1368

HOMEWOOD, IL 60430