94038927 REAL ESTATION HTG HE (VOLT IT Aurahast Moley) Mongage Date

This Mortgage is made on the date noted above between the parties listed below. The Mortgager(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, easements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION			
	SEE ATTACHED LEGAL E	MHBIT A	94038027 //
MORTGAGOR(S)		MORTGAGEE Loan	Number: 3462002965
NAME(S)	HUSBAND AND WIFE	NAME	A The
JOHN ZUCKERMAN	SS#: 330-48-7792	Midland Savings Bank FSB	a de la constantina della cons
PAULETTE L ZUCKERMAN	SS#: 324-50-2278		
ADDRESS 8201 N NEW ENGLAND		ADDRESS 606 WALNUT S	TREE!
CITY NILES		CITY DES MOTNES	-50304
COUNTY COOK	STATE IL	COUNTY POLK	STATE IOWA

37500.00 LOANS AND ADVANCES UP TO THIS NOTICE: THIS MORTGAGE BECURES CREDIT IN THE AMOUNT OF \$ AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDESTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

This Mortgage secures repayment of the secured dobt 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 st any time owe under this Mortgage, the agreement described bylow, any renewal, refinancing, extension or modification of such agreement. The secured debt is evidenced December 11, 1993 by a HOME EQUITY LINE OF CRED'T AGREEMNT dated . The above obligation is due and payable on December 15, 2008 / it not paid earlier. The total unpaid balance secured by this Mortgage at any one time shall not exceed Thirty Seven Thousand Five Hundred and 00/100 Dollars a maximum orincipal amount of (\$ 37500.00), plus in are at. 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 properly, except for encumbrances of record, municipal and zoning ordinances, current taxas and assessments not yet due and 0.035027assessments not yet due and

Original document

Midland Savings Billion and the secured debt seeding to the terms of the agreement willich evidences such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good ripair and will keep it insured for the Mortgagee's protection with an insurer of the Mortgager(s) choice. This insurance will include a standard mortgage is is in Mortgagee's favor. Mortgagee will be named as less 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 Mortgager(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 intriest in the property, whether by deed, contract, or otherwise, such 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 demand payment in full unless it is protected by federal law as of the date of this Muricage.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secon fary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be deciated in delault. Mortgagor(s) will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this Mortgage or any notes or agreement secured thereby without Mortgagor's written consent. Mortgagor(s) will promptly deliver to Mortgagoe any notices Mortgagor(s) or ceive from any person whose rights in the property have priority over Mortgagoe's rights. Mortgagor(s) agree to pay, and this Mortgage shall see 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 homestood calimption as to the property.

If Mortgagor(s) fall 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 materity of the secured debt and demand immediate processes any other remedy available to Mortgages. Mortgages may foreclose this Mortgages 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 Mortgages, without regard to the adequacy of the security, insolvency of the Mortgager or waiver by Mortgages of any deficiency, appoint a receiver to take immediate possession of the property.

If Mortgagor(s) fail 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, Mortgages may perform the duties or cause them to be performed. Mortgages may sign Mortgages(s) came or pay any amount if 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 secured by this Mortgage. Such amounts will be due on demand and will been 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.

Mortgagee may enter the property to inspect with prior notice stating reasonable cause for inspection.

Mortgagor(s) easign 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 Mortgagor(s) also acknowledge receipt of a copy of this Mortgage on today's date.

JOHN ZUCKERMAN	yen.	PAULEPTE	L ZUCKERMEN
NOTARIZATION STATE OF IOWA, COUNTY OF	look.	**OFFICIAL SEAL** CHERYL A. BAKER Notary Public, State of Illinois Symmission Expires 2/15/95	(Whin
On this 11th personally appeared JOHN	ZUCKERMAN and PA	mber , 1993 , ULETTE L ZUCKERMAN	before me, a Notary Public in the State of lows, , to me known to be the
person(s) named in and who execute	d the loregoing instrument, i	and acknowledged that THE	h

ITEM 31883LO 1830 Prefored by + return to above mortgagee. Notary Public in The State of lowar

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY



EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT 127 IN ROBBIN'S RESUBDIVISION OF CERTAIN BLOCKS AND PARTS OF BLOCKS TOGETHER WITH VACATED PARTS OF STREETS AND ALLEYS IN MAIN STREET AND WALKERN ROAD SUBDIVISION, BEING A SUBDIVISION OF THE N 1/2 OF THE SW 1/4 OF SETTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE SRO P.M., LYING EAST OF THE CENTER LINE OF TELEGRAPH ROAD AND FAST OF THE CENTER LINE OF WALKEGN ROAD, SOUTH OF THE JUNCTION OF SAID ROADS (EXCEPTING THE NORTH 50 LINKS THERTOF) AND IN THE SUBDIVISION OF PARTS OF BLOCKS 1, 2 AND 3 AND ALL OF BLOCKS 9, 10, AND 11 IN SAID MAIN STREET AND VALKEEN ROAD SUBDIVISION, IN COOK COUNTY, HLINOIS.

410-19-310-051

^{Origin}al document Manual Savings Bank

\$23.50

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94038027

Loan Number: 3362002965