

# UNOFFICIAL COPY

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## REAL ESTATE MORTGAGE

### 94216959

\$ 6475.00

Total of Payments

The Mortgagors, Philip H. Victor mortgage and warrant to

(Name)

Norwest Financial Illinois, Inc., Mortgagee, the following described real estate situated in the County of Cook State of Illinois, to wit: Legal:

Unit 13-1 in Shibui South Condominium as Delineated on a Survey attached as Exhibit "A" to Declaration of Condominium Ownership and of easements, restrictions, covenants and by-laws for Shibui South Condominium, made by American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated January 1, 1984 and Known as Trust Nuber 61991, Recorded on March 5, 1993 as Document 93169945, as Amended from Time to Time, in the west 3/4 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, together with their undivided Percentage interest in the common elements. PIN NO.: 28-17-402-021, Commonly Known As: 15801 Peggy Lane, Oak Forest, Il. 60452

to secure the repayment of a promissory note of even date, payable to Mortgagee in monthly installments, the last payment to fall due on March 3, 1997, and also to secure the repayment of any and all future advances and amounts of money which may from time to time hereafter be advanced or loaned to Mortgagors by Mortgagee; provided however, that the principal amount of the outstanding indebtedness owing to Mortgagee by Mortgagors at any one time shall not exceed the sum of \$200,000.00.

Mortgagors are hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state. Mortgagors expressly agree to keep all legal taxes, assessments and prior liens against said property paid, to keep the buildings and improvements thereon in good repair, to commit no waste hereon, and to keep the buildings and improvements thereon insured for the benefit of the Mortgagee as its interest may appear; and upon failure of Mortgagors to do so, Mortgagee may pay such taxes, assessments, and prior liens, and cause said property to be repaired, and cause said property to be insured, and the amount so paid shall become a part of the indebtedness secured by this mortgage as permitted by law. Mortgagors also agree not to sell, convey or otherwise transfer the mortgaged property or any portion thereof without Mortgagee's prior written consent and any such sale, conveyance or transfer without Mortgagee's prior written consent shall constitute a default under the terms hereof. A default hereunder or under the terms of the above described note, at Mortgagee's option, without notice or demand, shall render the entire unpaid balance of said note at once due and payable.

Witness my hand and notarial seal this 26th day of January, 1994.

*Philip H. Victor*

94216959

(SEAL)

STATE OF ILLINOIS

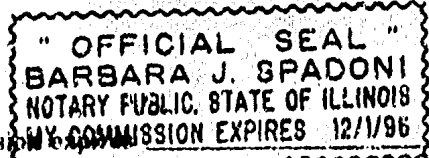
COUNTY OF

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Philip H. Victor personally known to me to be the same persons whose

names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, executed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Witness my hand and notarial seal this 26th day of January, 1994.

*Barbara J. Spadoni*  
Notary Public



I hereby acknowledge that all parties obligated on the loan secured by this mortgage have received written notice of the right to rescind the loan.

*Philip H. Victor*  
(Borrower's Signature)

This instrument was prepared by **NORWEST FINANCIAL-581**  
**5130 FALLOWS SQUARE**  
**8632 S. Roberts Road**  
**Hickory Hill, IL 60457**

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Property of Cook County Clerk's Office

94216359

REGISTERED TO THE COMMON  
COURT RECORDS DIVISION  
BUILDING 20000  
JAN 20 2000