

This Mortgage is made on the date noted above between the parties listed below. The Mortgagee(s) for value received mortgages, and warrants to the Mortgagee, his 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			
LOT 11, IN BLOCK 22 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.			
MORTGAGOR(S)		MORTGAGEE Loan Number: 3360010739	
NAME(S) ANTHONY BATTAGLIA AND LAILA VILLARREAL HIS WIFE X MERCANTILE MORTGAGE COMPANY		NAME MERCANTILE MORTGAGE COMPANY	
ADDRESS 2125 W OHIO		ADDRESS 206 SIXTH AVENUE	
CITY CHICAGO		CITY DES MOINES	
COUNTY COOK	STATE IL	COUNTY POLK	STATE IOWA

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 9500.00 . LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LENS.

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 Mortgagee(s) may at any time owe under this Mortgage, the agreement described below, any renewal, refinancing, extension or modification of such agreement. The secured debt is evidenced by a CONSUMER LOAN AGREEMENT dated March 15, 1994 . The above obligation is due and payable on March 19, 1999 . If not paid earlier. The total unpaid balance secured by this Mortgage at any one time shall not exceed a maximum principal amount of \$ 9500.00 . Nine thousand Five Hundred and 00/100 Dollars plus int. est. 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 except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

17-07-120-013 /

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

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 Mortgagee'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. 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 taxes, assessments and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest 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 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. Mortgagee(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 note or agreement secured thereby without Mortgagee's written consent. Mortgagee(s) will promptly deliver to Mortgagee any notices Mortgagee(s) receive from any person whose rights in the property have priority over Mortgagee's rights. Mortgagee(s) agree to pay, and this Mortgage shall secure 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 exemption as to the property.

If Mortgagee(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, Mortgagee may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy available to Mortgagee. Mortgagee may foreclose this Mortgage 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 Mortgagee, without regard to the adequacy of the security, insolvency of the Mortgagor or waiver by Mortgagee of any deficiency, appoint a receiver to take immediate possession of the property.

If Mortgagee(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, Mortgagee may perform the duties or cause them to be performed. Mortgagee may sign Mortgagee's name 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 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.

Mortgagee 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.

THIS MORTGAGE IS SUBORDINATE TO THE FIRST MORTGAGE DATED 3/17/94 IN THE SIGNATURES AMOUNT OF \$76,000.00 FROM CONTIMORTGAGE

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

MERCANTILE MORTGAGE COMPANY

[Handwritten signatures]

NOTARIZATION

STATE OF IOWA, COUNTY OF POLK, COOK/IL
 On this 15th day of March, 1994, before me, a Notary Public in the State of Iowa, personally appeared ANTHONY BATTAGLIA and LAILA VILLARREAL, known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that THEIR voluntary act and deed.

BOX 338

[Notary Public signature]
 Notary Public in The State of Iowa

46508 MB 39 30-00
 74
 28

94254907

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECEIVED
CLERK OF COURT
COOK COUNTY

SEP 21 PM 4:45
94254907