

This Mortgago is made on the date noted above between the parties listed below. The Mortgagor(s) for value received mortgages, and warrants to the Mortgagos, its successors and assigns, torsver, the fund 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, nasuments and rights of way at the property, and all buildings and fixtures.

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PROPERTY DESCRIPTION		CA	(19 18
	LOT 9 IN BLOCK 21 IN SISSON ENGELWOOD, A SUBDIVISION OF SECTION 4, TOWNSHIP 37 NORTH THIRD PRINCIPAL MERIDIAN, IN PIN #25-04-119-031.	THE NORTHWEST QUARTER OF H, RANGE 14, EAST OF THE	Carlot destarant
MORTGAGOR(S)		MORTGAGEE Loan Number	: 33 60 008668
name(s) Joanne Boyd	SS#: 323-44-6010	NAME Midland Savings Bank FSB	82/
ADDRESS 8922 S WALL	ACE.	ADDRESS 206 SIXTH AVENUE	
CITY CHICAGO		CITY DES MOINES	50109
COUNTY COOK	STATE IL	COUNTY POLK	STATE LOWA
7.5			

NOTICE: THIS MORTGAUS: EQURES CREDIT IN THE AMOUNT OF \$ 23000.00 LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH 'NTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LISNS.

This Mortgage socures 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 Mortgagor(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 January 22, 1994 by a CONSUMER LOAN AGREEMENT . The above obligation is due and betab payable on January 27, 2009 It not paid earlier. The total unpaid balance secured by this Mortgage at any one time shall not exceed Twenty Three Thousand and 00/100 a maximum principal amount of 23000.00), plus interee .. The above amount is secured even though all or part of it may not yet be advanced. 18

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

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

The Martgagor(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 Mortgagor(s) choice. This insurance will include a standard mortgage clause in Mortgagee's favor. Mortgagee will be named as loss payoe 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 exes, assessments and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their in every in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgageo's option, constitute a default in the Agreement and subject that agreement to the Mortgageo'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. 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 note or agreement secured thereby without Mortgagee's written consent. Mortgagor(s) will promptly deliver to Mortgagee any notices Mortgagor(s), ereive from any person whose rights in the property than principle of the property of the property over Mortgagee's rights. Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including but not limited to reasonable attorneys' less and costs of abstracts unless prohibited by law.

The Mortgagor(s) hereby waive and release all rights, dower and distributive share and homestead elle notion as to the property.

If Mortgagor(s) fail to make any payment when due or breach any covenants under this Mortgage, any pikir mortgage or any obligation secured by this Mortgage, Mortgagee may either accelerate the maturity of the secured debt and demand immediate partition of 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 Mortgager or waiver by Mortgagee 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 Mortgager(s) time 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 Mortgages 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 Mortgage. Mortgagor(s) also acknowledge receipt of a copy of this Mortgage on today's date.

OFFICIAL SE CHERYL A. L. SUTT NOTARIZATION Hotary Public. State at infinite STATE OF IOWA, COUNTY OF My Commission Expires 2/15/95 Ollistico

Januar

, before me, a Notary Public in the State of lower

94361218

, to me known to be the executed the same as

person(s) named in and who executed the foregoing instrument, and acknowledged that

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DEPT-01 RECORDING 123.50
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2008 (29/07) RECORDER