95408281

O'CONNOR TITLE SERVICES, INC. 5146-14	. T#0	T-01 RECORDING DO4 TRAN 9479 06/26/95 196 1 L C サータホーチ COOK COUNTY RECORDER	127.5 12118100 108281
Lianne m Generalis	Midland Savin	Bank PSB	White at
	206 Sixth Ave.		
669 N WAYNE PLACE	Des Moines, IA 50309-3951		
VEHERLING, IL 60090	IOAN - 3360	28662	CA I
Mortgagor #bove.		lortgages gee, its successors and as	signa.
improvements and fixtures (all called the "property") Property Address: 669 N WAINS PLACE (Street) Legal Description: LOT 4 IN BLOCK 4 IN DUNHLIEST SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 3, TO	(City) UNIT #1 % PART	Illinois 60090 (Zip Code)	~ '
NORTH, RANGE 11 AND PART OF THE NORTHEAS SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, PLAT THEREOF REGISTERED IN THE OFFICE OF OF TITLE OF COCK COUNTY, ILLINOIS, ON MAD DOCUMENT 1591895. PIN #03-10-205-013.	T QUARTER CE ACCORDING TO THE REGISTERAR	Ó	95408281
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Form MSB II-Mtg 1/1/95

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File: I covenent and warran the to the property, eacht for incumbrations of record, municipal and zoning ordinances, current taxes and assessments not yet due and secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage. The secured debt is evidenced by (list all instruments and agreements secured by this mortgage and the dates thereof): N. June 22, 1995				
Revolving credit loan agreement dated All amounts owed under this agreement are secured even though not under the agreement are contemplated and will be secured and will feate this mortgage is executed.	tall amounts may yet be advanced. Future advance have priority to the same extent as if made on the	19		
The above obligation is due and physicis on June 27, 1999 secured by this mortgage at any one time shall not exceed a maximum Five Thousand and 00/100	if not paid earlier. The total unpaid balance principal amount of: dollars (\$ 5000.00),	:0		
plus interest, plus any disbursements made for the payment of taxes, with interest on such disbursements.	, special assessments, or insurance on the property	ţ,		
Seriable Rate: The interest rate on the obligation secured by this repbligation.	mortgage may vary according to the terms of tha	ìt		
A copy of the loan agreement containing the terms under which the and made a part hereof.	interest rate may vary is attached to this mortgage	•		
COVENANTS				
1. Payments. I agree to make all payments on the secured debt who you receive from me or for my benefit will be applied first to any amounterest or principal), second, to interest end then to principal. If partices on, it will not reduce or excuse any subsequently scheduled payments.	joints I owe you on the secured debt (exclusive of tal propayment of the secured debt occurs for any	1		

- 2. Claims against Title. I will pay all taxes, assessments, ijens and ancumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply libor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured dabt. If you require
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary. 95405251
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration, if I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by isw.

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THE HOUSE

- 7. Assignments of Rents and Profits was in a vivil rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and related the rents as ions at Lam power default. If I default, you, your agent, ~ court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rents agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- S. Walver of Homestead. I hereby waive all right of homestead examption in the property.
- S. Lesseholds; Condominiums; Planed Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgages to Perform for Mortgager, if I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not cerried on in a ressonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform with not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to arreset your 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 on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I easign to you 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 as provided in Covenant 1. This easignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability: Co-signers: Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt i an so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assign of either or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering to by mailing it by certified mail addressed to me at the property address or any other address that I tell you. I will give any notice to you by certified mail to your address on Page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property of any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the data of this mortgage.
- 17. Release. When I have paid the debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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John Catherine

Tyzyovac

SIGNATURES: SIGNATURES: SULKECT LEGERA	and covenants contained in this mortgage and in any riders des
Luanne M Ceceanis	
cknowledgment: State of ligots, DUPNU he foregoing instrument was schooledged before LUANNE M GROZANIS OR SINGLE PERSON	me this 2210 day of Jule, 1995 by
ly commission expires: (Seal)	Pamela a Kasla (Notary Public)
OFFICIAL SEAL PAMELA A KOSKA	04
NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPINED:02/23/95	Of Colling Public)
	J-C
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