∰. ∰hen Recorded Return to:	
FERSONAL FINANCE COMPANY	
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01ympia Fields, IL 60461	
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COOK COUNTY RECORDER

(Space Above This Line for Recorder's Use)

## **VING LOAN MORTGAGE**

THIS IS NOT HOMESTEAD PROPERTY

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grants, bargains, sells,	mortgages and warrants	s to Personal Finance Co	mpany, a Delaware corporation,
		n Hwy., Olympia Fields,	
to secure the payment of a	mounts due under a Tevolv	ring Line of Credit Agreement,	as the same may be amended from
time to time, (the "Agreem	ient") of this date which pe	rovides for advances to Morto	gagor up to a credit limit of Dollars
			ollowing described real estate located
in the <u>City</u>	of Chicago	County of Cook	, State of Illinois,
(city, village, etc.)		C	
which has the address of ,	5046 W. Crystal	<u> </u>	, and described in more detail

on page three of this document.

MORTGAGOR, hereby releasing and waiving all rights under and by viane of the homestead exemption laws of this state. together with all the improvements now or hereafter erected on such property and rents and profits therefrom and all rights therein.

FUTURE ADVANCES. This mortgage secures not only existing indebtedness out also future advances, whether such advances are obligatory or made at the option of the Mortgagee, which shall have the priority of the original advance.

PRIOR MORTGAGES AND LIENS. Mortgagor agrees to perform all obligations under any prior mortgage or lien.

HAZARD INSURANCE. Mortgagor shall keep all improvements at any time existing on thr, pruperty during the term of this mortgage in sured against loss by fire and hazards included within the term "extended con grage" and such other hazards as Mortgagee may require with an insurance company acceptable to Mortgagee and which shall include a standard mortgagee loss payable clause in favor of Mortgagee.

TAXES. Mortgagor shall pay before any penalty attaches all taxes and assessments against the described property.

PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor will keep the described property in good condition and will not commit waste or permit such property to deteriorate. If this mortgage is on a unit in a condominium or planned unit development. Mortgagor will perform all obligations under the declaration or covenants creating or governing the condominium or planned unit development.

NONPERFORMANCE BY MORTGAGOR. If Mortgagor fails to perform any of the promises in this Mortgage, then Mortgagee may do so. Mortgagee may add the amounts so advanced to the amount secured by this mortgage.

INSPECTION. Mortgagee may inspect the described property at any reasonable time after notice given to Mortgagor.

CONDEMNATION. Mortgagor assigns to mortgagee the proceeds of any award or claim for damages in connection with any condemnation or other eminent domain proceeding concerning all or any part of the described property. Such proceeds will be applied to the debt secured by this mortgago and if the taking substantially impairs the value of the described property, Mortgagee may declare the Agreement and this mortgage to be in default.

William !

Property of Cook County Clerk's Office

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NONWAIVER. Failure to exercise any right or remedy by Mortgages shall not be a waiver of any right to exercise any right or remedy in the future. All rights and remedies under the mortgage and the Agreement may be exercised separately or together and Mortgages's choice of a right or remedy does not waive other rights or remedies.

BINDING EFFECT ON SUCCESSORS AND ASSIGNS. All successors and assigns of Mortgagor are bound by this mortgage for the benefit of Mortgagee, its successors and assigns.

SALE OR TRANSFER OF THE DESCRIBED PROPERTY PROHIBITED. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a finatural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in Mortgagee is prohibited by this Mortgage. However, this option shall not be exercised if the exercise of this option by Mortgagee is prohibited by Federal law as of the Date of this Deed of Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgagor without further notice or demand on Mortgagor.

RELEASE. On payment of all amounts secured by this mortgage, Mortgagee shall release this mortgage without cost to Mortgagor. Mortgagor will pay all costs of recordation.

REMEDIES ON DEFAGLT. If Mortgagor is in default under the provisions of the Agreement or this mortgage, Mortgagee may demand all amounts due to be paid immediately and if such amounts are not received by Mortgagee, Mortgagee may foreclose on this mortgage and Mortgagor agrees to pay, or the amount shall be included in the judgement or decree, all expenditures and expenses in connection with such foreclosure, maintenance and protection of the described property and maintenance of the lien of this mortgage, including attorneys' fees and interest on all such costs and expenses at the default interest rate. In the event Borrower files for bankruptcy protection, the Borrower agrees to pay interest from and after the date of such filling at the rate of interest specified in the Note.

ASSIGNMENT OF LEASES AND RENTS. Borrower hereby assigns to Mortgagee the rents of the property. Borrower shall collect rents until an acceleration hereunder; thereafter Mortgagee shall have the right to collect the rents and apply them as set forth herein.

NOTICES. Unless otherwise required by law, nources shall be furnished by certified or registered mail to the Mortgagor and shall be effective when in the U.S. Mail.

The covenants and agreements herein contained shall oint and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. SIGNED and SEALED this 20th day of September This instrument was prepared by: (SIGNATURE OF PREPARER) Robert Hall (seal) Tina Ricci (Type or rant name signed above) PRINTED NAME OF PREPARER 3612 W. Lincoln Hwy. MORTGAGOR (Signed as shown below) (ADDRESS) Olympia Fields, IL 60461 (ADDRESS) (Type or print name signed .gove) STATE OF \_Illinois COUNTY OF Cook I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Hall, married to Cynthia Hall by William Penn\* \_\_\_ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_he \_\_\_signed, sealed and delivered the said instrument as \_\_his\_\_

act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

CLAUDIA MADRIGAL

Notary Public, State of Illinois My Commission Expires 8/13/98

Commission Expires:

Form R13 B 11/94

\*as attorney in fact

day of September

Property of Cook County Clerk's Office

#### LEGAL DESCRIPTION

LOT 25 IN BLOCK 5 IN ST. PAUL PARK ADDITION BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE PRIORETTY OF COOK COUNTY Clerk's Office THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As:

5046 W. Crystal

Permanent Index Number(s):

16-04-219-023

Chicago, IL 60651

Form C15/R13 C 11/94

Page 3 of 3

Proberty of Cook County Clark's Office

# UNOFFICIALLS

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