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DEPT-01 RECORDING

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COUK COUNTY RECORDER

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JAMES D NAUMIL

60656

Mortgager

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IA 50309-3951

**#** - 33 i0036940

(City)

Mortgegee

"You" means the moi gages, its successors and usaigns.

the real estate described below and all rights, exagments, appurtenances, ret a, leases and existing and future improvements and fixtures (all called the "property").

Property Address: 7655 W FOSTER

Illinois 60656

(Zip Code)

Legal Description: LUX 9 IN ORIOLE PARK COUNTRYSIDE, BEING A SUBDIVISION OF LOT 4 (EXCEPT THE WEST 20 ACRES THEREOF) IN CINCUIT COURT PARTITION OF THE EAST 1/2 OF THE Southeast 1/4 and the northeast 1/4 of this southness 1/4 AND THE WEST 12.29 CHAINS ON THE NORTH LINE AND THE west 12.27 chains on the south line of the southfast 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THURD PRINCIPAL MERIDIAN, EXCEPT THAT PART CONVEYED to the county of cock for highway purposes, in cock COUNTY, ILLINOIS. PIN: 12-12-308-002

located in County, Illinois.

Right Bright

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Title:   covenant and warrant title the property Laur for Countrate	
ordinances, current taxes and assessments not yet due and	s of record, municipal and zoning
Secured Debt: This mortgage secures repayment of the secured debt and the agreements contained in this mortgage and in any other document incorporated i mortgage, includes any amounts I owe you under this mortgage or under any instrum. The secured debt is evidenced by (list all instruments and agreements secured by this November 17, 1995	irein. Secured debt, as used in this int assured by this mortgage.
	Annual Control of Cont
Offuture Advances: All amounts owed under the above agreement are secured ever advanced. Future advances under the agreement are contemplated and will be secu extent as if made on the date this mortgage is executed.	though not all amounts may yet be ad and will have priority to the same
All amounts owed under this agreement are secured even though not all amounts munder the agreement are contemplated and will be sedured and will have priority to date this mortgage is executed.	the same extent as if made on the
The above obligation is due and porable on December 1, 2000 if not exceed by this mortgage at any one time shall not exceed a maximum principal amo Fifty Thousand and 00/100	-1-11-4-
plus interest, plus any disbursements much for the payment of taxes, special passes: with interest on such disbursements.	nenta, or insurance on the property,
□ Variable Rate: The interest rate on the obligation secured by this mortgage may obligation.	
A copy of the loan agreement containing the terms under which the interest rate and made a part hereof.	sy vary is attached to this mortgage
COVENANTE	
1. Payments. I agree to make all payments on the secured debt when due. Unles you receive from me or for my benefit will be applied first to any amout to I owe y interest or principal), second, to interest and then to principal. If partial prepayment reason, it will not reduce or excuse any subsequently scheduled payment until accounts.	u on the secured debt (exclusive of of the secured debt occurs for any

- 2. Claims against Title. I will pay all taxes, assessments, fluns and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this morrouge. You may require mu to assign any rights, claims or defenses which I may have against parties who sup ity labor, or materials to improve or maintain the property.
- 3. Insurance, I will keep the property insured under terms addeptable to you at my a spense and recount benefit. You will be named as loss payer or as the insured on any such insurance policy. Any insure ica proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or or the secured debt. If you require
- 4. Property. I will keep the property in good condition and make all rapairs ressons? ly necessary,
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' see if I break any covariants in this mortgage or in any obligation accurad by this mortgage. Attorneys' fees include to see swarded by an appellate court. I will pay these amounts to you as provided in Covariant 10 of this mortgage.
- 6. Default and Acceleration. If I fall 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 law.

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- 7. Assignments of Rents and Polits I stally to you the routs and profits of 1 el property. Unless we have agreed otherwise in writing, I may collect and retain the rants as long as I am not in defalls. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall also applied first to the costs of managing the property, including court costs and a torneys' fees, commissions to rents agents, and any other necessary related expanses. The remaining amount of rents will then apply to payments on the impoured debt as provided in Covenant 1.
- Walver of Homestead. I hereby waive all right of homestead exemption in the property.
- Leaseholds: Condominiums: Planed Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planed unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or lianned unit development.
- 10. Authority of Martgages to Perform for Martgager, 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 to pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable 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 will not practude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to orchect your security interest will be secured by this mo tgage. 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 be orehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign 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 pro-ided in Covenant 1. This assignment is subject to the terms of any prior ascurity agreement.
- 13. Weiver. By exercising any remedy available to you, you do not give up your rig its 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 dutie under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to his mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt with the 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 a sight of cither or both of us.

15. Notice. Unless otherwise required by law, any notice to me shall be given by dilivering it or by mailing it by certified mail addressed to me at the property address or any other address that I tell you. It is give any rectice 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 maliner stated above.

- 16. Transfer of the Property or a Beneficial interest in the Mortgagor. If all or any p rt of the property or any interest in it is sold or transferred without your prior written consent, you may demand immedia a 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 mortgago.
- 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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HERMS AND O	IDVENANTS: I agree to sed by me.	the terms and cove	nants conteined in t	this hartgage and	In any riders described
GIGNATURES:	CHERRY P TRYLOR	Jay L	James JAMES	DN IMMEN GI	Fish.
Aaknowledgme	int: State of Minola,	Cank	County ##:	day of NOV	by
CHERRY My commission (Seal)	P DAYLOR AND VIVING	B D NAUNOLA ()		Jac	(Potury Public)
		Noisty Public My Comp. (sero	AL SEAL ** CHOENFELD State of lilinois D State of 5/9/98	,	
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