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National Title Agency, Inc.
246 E. Janata Blvd. Ste. 300
Lombard, IL 60148

95876431

DEPT-01 RECORDING \$27.50
160011 TRAN 9463 12/18/95 10132100
44-23 + RV # - 95 - 876431
COOK COUNTY RECORDER

15-8644

THE ABOVE SINCE FOR RECORDER'S USE ONLY

MORTGAGE

2750

THIS INDENTURE WITNESSETH that the undersigned, **JOHN A. GENCIG AND ROBERTA GENCIG, HUSBAND AND WIFE, IN JOINT TENANCY**, residing at **1218 N. COOPER DR., PALATINE, IL. 60067**, County of **COOK**, State of Illinois, hereafter referred to as "Mortgagors," do hereby convey and warrant to

Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS, (A BENEFICIAL ILLINOIS INC.,

a Delaware corporation qualified to do business in Illinois, having an office and place of business at **1000 JORIE BLVD. SUITE 115, OAK BROOK, IL. 60521**, hereafter referred to as "Mortgagee," the following real property situate in the County of **COOK**, State of Illinois, hereafter referred to as the "Property," to-wit:

See Schedule A attached for legal description, which is incorporated in the mortgage.

TOGETHER with all the buildings and improvements now or hereafter erected on the Property and all appurtenances, apparatus and fixtures and the rents, issues and profits of the Property of every name, nature and kind.

If this box is checked, this Mortgage is subject to a prior mortgage dated **NOVEMBER 3, 1995**, executed by Mortgagors to **AMBS HOME LOAN OF AMERICA** as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of **\$160,000.00**. That prior mortgage was recorded on **NOVEMBER 9, 1995** with the Register of Deeds of **COOK** County, Illinois in Book **of Mortgages at page DOCUMENT #95775614**

TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the uses and purposes herein set forth, free from all rights and benefits under the Homestead Exemption laws of the State of Illinois, which rights and benefits Mortgagors do hereby release and waive.

This Mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of Mortgagee, evidenced by Mortgagors' Loan Agreement ("Agreement") of even date herewith in the Principal or Actual Amount of Loan of **\$ 27,000.00**, together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge set forth in the Agreement, together with interest on unpaid balances of the Actual Amount of Loan at the rate set forth in the Agreement and (2) any additional advances made by Mortgagee to Mortgagors or their successors in title, prior to the cancellation of this Mortgage and the payment of any subsequent Agreement evidencing the same.

It is the intention hereof to secure the payment of the total indebtedness of Mortgagors to Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date. All such future advances so made shall be liens and shall be secured by this Mortgage equally and to the same extent as the amount originally advanced on the security of this Mortgage, and it is expressly agreed that all such future advances shall be liens on the Property as of the date hereof.

MORTGAGORS' COVENANTS: The term "Indebtedness" shall include all sums owed or agreed to be paid to Mortgagee by Mortgagors or their successors in title, either under the terms of the Agreement as originally executed or as modified and amended by any subsequent agreement or under the terms of this Mortgage or any supplement thereto. Mortgagors shall (1) repay to Mortgagee the Indebtedness secured by this Mortgage whether such sums shall have been paid or advanced at the date hereof or at any time hereafter; (2) pay when due all taxes and assessments levied against the Property or any part thereof and to deliver receipts for such payments to Mortgagee promptly upon demand; (3) keep the buildings and improvements situated on the Property continually insured against fire and such other hazards in such amount and with such carrier as Mortgagee shall approve, with loss payable to Mortgagee as its interest may appear; (4) not commit nor suffer any strip, waste, impairment or deterioration

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ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that **JOHN A. CENCIG AND ROBERTA CENCIG** personally known to me to be the same person **§** whose name **§** **AKKs** are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that **THEY** signed, sealed and delivered the instrument as **THEIR** own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
 Given under my hand and Notarial Seal this **15th** day of **DECEMBER** 19 **95**

Patrick J. Mallon
 NOTARY PUBLIC
 PATRICK J. MALLON



Property of Cook County Clerk's Office



*Approved by:
 Edward J. ...
 1000 ...
 ...*

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SCHEDULE A "Description of Property"

LOT 81 IN VIRGINIA LAKE SUBDIVISION UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 02-12-405-002

Property of Cook County Clerk's Office

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