| - UNUFFIL  | IAL COPY   |
|--|--|
| ILHAN GUZELDERE  | (Name) Midland Sayings Bank FSB  |
| AYNUR GUZELDERE  | (Address) 206 Sixth Ave. Des Moines, IA 50309 Midland Savings Bank FSB   |
| _7837 W BECKWITH RD  | 206 Sixth Avenue<br>Des Moines, IA 50309-3951  |
| MORTON GROVE, IL 60053   | LOAN # - 3362006424  |
| MORTGASOR "I" includes each mortgager above,   | "You" means the mortpages, its successors and essigns.   |
|  |  |
| REAL ESTATE MORTGAGE; For value received, (,ILHANGUETED, mortgage and warrant to you to secure the pay   | whent of the secured debt described below, on  |
| and future improvements and fixtures (all called the "property").  | dow and all rights, assements, appurtenences, ronts, lauses and existing   |
| PROPERTY ADDRESS: 7837 W BECKWITH RD   | MORTON CROVE , Ittinots 60053  |
| LEGAL DESCRIPTION:   | 05001.44 n   |
| LOT 32 IN THE FIRST ADDITION TO MORTON AIRS<br>SUBDIVISION OF PART OF THE NORTHWEST QUART<br>13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF TE<br>PRINCIPAL MARIDIAN, IN COOK COUNTY, ILLINO   | ER OF SECTION<br>HE THIRD  |
| PIN #09-13-109-016.  |  |
| 0,   | DEPT-01 RECORDING \$23,50  |
| 70   | . 107777 TRAN 8685 04/03/95 15:51:00   |
| O'CONNOR TITLE   | : 49676 + DC - ※一夕思一之之まみま3   |
| SERVICES, INC.   | - COOK COUNTY RECORDER   |
| Ox   |  |
|  | _ County, Hünois.  |
| TITLE: I covenant and warrant title to the property, except for enoumb   | reness of record, municipal and zoning ordinanous, purrent taxes and   |
|  |  |
| SECURED DEST: This martgage secures repayment of the saw in a dabt this martgage said in any other document incorporated herin. Sounder this mortgage or under any instrument secured by this mortgage. The secured debt is evidenced by (Liet all instruments and agrae, so | med idebt, as used in this mortgage, includes any amounts I owe you  |
|  | 94   |
| Euture Advances: All amounts owed under the abortion advanced. Future advances under the agreement are extent as if made on the date this mortgage is execute  | vo agreener. Fre secured even though not all amounts may yet be contemplated and will be secured and will have priority to the same od.  |
| ERPOVING prodit loss agreement dated 03/23/95 All amounts owed under this agreement are secured even the agreement ere contempleted and will be secured and will he secured.   | , with I vital annual interest rate of 12,00 %.  such not all amount for, yet be advanced. Future advances under the overpriority to the same of our as if made on the date this mortgage is |
| The shows obligation is due and payable on _March_15, 200 The toral unpaid balance secured by this mortgage at any one time  |  |
| Forty Thousand and 00/100  | Dollars () 4000,00   |
| on auch dispulsements.   | 割  |
| ☐ Veriable Rate: The interest rate on the obligation secured by this ☐ A popy of the loan spreament containing the terms und   | s mortgage may vary according to the terms of that obligation.   |
| Made a part hersot.  | £4. ; ; ;  |
| TERMS AND COVENANTS: I agree to the terms and covenants contained  Commercial Construction   | in that moitigage and in any fideta described belov, and eigned by ma.   |
| SIGNATURES:  |  |
| ILHAN GUZRIDERE  | AYNUR GUZELDERE  |
|  |  |
| ACKNOWLEDGMENT: STATE OF ILLINOIS,COXIR  | , Çounty 95;   |
| The foregoing instrument was acknowledged before me this by ITHAN GUZELDERE and AYNER GUZELD   |  |
| Corporate or   | (Tibb(e))  |
| Address ledoment 0   | illians of Connection or Personals)  On behalf of the corporation or partnership.  |
| Myethinialineumoless   | (Chan DALL)  |
| CHERI D WHITSON  | Westery Madei  |
| NOTARY PUBLIC, STATE OF ILLINOIS   | ILLINOIS   |
| * 1896 BANKERS SY COME DE ST. ST. SCOUD HIN 6550 71-666957934   PIAM OCPANTO-IL  |  |

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- 1. Payments, I agree to make all payments on the source dobt when due. Unless we agree otherwise, my payments you receive from me or for my bettefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or nincipal), assend, to interest and then to principal. If partial prepayment of the secured debt secure for any resson, it will not reduce or assume any subsequently scheduled payment until the secured debt is paid in full.
- 2. Clobre against Title, I will pay all taxes, assessments, liens and onoumbrances on the property when due and will defend title to the property against any clothes which would impult the tien of this mortgage. You may require me to assign any rights, pleins or defenses which I may have applied who supply labor 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 toss payed 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 debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expanses. 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 sveitable to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I easign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default, for, your agent, or a 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 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 Covenent 1.
- B. Walver of Homester a. I hereby walve all right of homestead exemption in the property.
- 5. Lesseholds: Concommunes: Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a walk 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 is forform for Merigagor. If I fall 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 answer if necessary for performance. If any constitution on the property is discontinued or not certied on the expensible manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the constitution.

Your failure to perform will not precit de jou from exercising any of your other rights under the law or this mortgage.

Any amounts peld by you to protect your smounty interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment upto peld in full at the interest rate in effect on the secured debt.

- 11, heperdon. You may enter the property to in sport if you give nie notice beforehand. The notice must exert the reasonable cause for your impaction.
- 12. Condemnation. I assign to you the proceeds of ary an end or claim for demages 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 assignment is subject to the terms of any prior security agreement.
- 13. Waiver. By exercising any remedy evailable to you, we 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 come do: the event a default if it happens again.
- 14. Joint and Several Liability: Co-aigners: Successors and Ase? . Bound. All duties under this mortgage are joint and several, if I co-sign this mortgage but do not co-sign the underlying dobt I do so only to inortgage 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 rate any other change in the terms of this mortgage of the secured dobt without my consent, Such a change will not release me from the term of this mortgage.

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

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by malling 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 menuer stated above.

16. Transfer of the Property or a Beneficial interest in the Mortgagor, if all or any port of the property or any interest in it is sold or transferred witthout your prior written consent, you may demend immediate payment of the secured defer an unay disc demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred, inviewer, you may not demand payment in the above attnations if it is profibited by federal law as of the date of this mortgage.

17. Mileses. When I have paid the secured date, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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1886 BANKERS SYSTEMS, INC., ST. CLOUD, MN 86501 (1-860-397-8341) POINT OCK-MTG-IL 4/38/81

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