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15743665 DEPT-01 RECORDING \$27.50 T#5555 TRAN 8361 07/22/96 13:50:00 **₹**(8)3 ₹ JJ - ★~ タる~557662 COOK COUNTY RECORDER CT 15 14 090 (9/94) Scott A Mitch(1), Married, and Carolyn A This instrument was prepared by 6 Green Tree Financial Servicing Corporation Mitchell, Marriad 332 Minnesota St., Suite 610, St. Paul MN ALLIED CRAFTS CONSTRUCTION 11930 S Greenwood 2600 W PETERSON AVENUE CHICAGO IL 60659 Blue Island IL 60466 MORTGAGOR MORTGAGEE "I" includes each mortgagor abov "You" means the mortgagee, its successors and assigns. REAL ESTATE MORTGAGE: For value receiver, i Scott A Mitchell, Married, and Carolyn A Mitchell, Married, mortgage and warrant to you to secure the payment of the secured debt described below, on May 18 1996, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property"). PROPERTY ADDRESS: 11930 S Greenwood Blue Island 60466 Illinois (Zip Code) Parcel ID# LEGAL DESCRIPTION: lot 13 (except the n 20 feet thereof), lot 14, lot 15 and the n 3 feet of lot 16 in block 3 in jernberg's addition to blue island, a subdivision of the E 1/2 of the NE 1/4 of section 25, township 37 north, range 13, east of the third principal meridian, togethe: with all of grantor's right, title and interest in easement created by instrument recorded 10/2/1950 as document no. 14908522, in cook county illinois. parcel no. 24-25-202-070 & 083 385576<mark>62</mark> County, Illinois. located in _ TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal

ILLINOIS

and zoning ordinances, current taxes and assessments not yet due and _

no other exceptions

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SECURED DEBT: This mortgage secures repayment of the 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.):

mortgage and the dates thereof.): X A note / Home Improvement Retail Installment Contract / executed by
the mortgagor/borrower on Man 18, 1996.
P/A Future Advances: All amounts owed under the above agreement are sec even though not all amounts may yet be advanced. Future advances under agreement are contemplated and will be secured and will have priority to same extent as if made on the date this mortgage is executed.
N/A Revolving credit loan agreement dated, with initial annual inte
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even though not all amounts may yet be advanced. Future advances under
agreement are contemplated and will be secured and will have priority to the s
extent as if made on the date this mortgage is executed.
The above obligation is due and rayable on App. 180 months from disb. if not paid ea
The total unpaid balance secured by this mortgage at any one time shall not exceed maximum principal amount of: 9618.00 Dollars (5 9618.00), plus interest, plus
Dollars (5. 9618.00), plus interest, plus
disbursements made for the payment of taxes, special assessments, or insurance on property, with interest on such disbursements.
N/AVariable Rate: The interest rate on the obligation secured by this mortgage may v

according to the terms of that obligation.

N/A A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

COVENANTS:

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances 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 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 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 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.

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- 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 law.
- 7. Assignment of Rents and Profits. I assign 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. 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 be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental 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.
- 8. Waiver of Homestead. Thereby waive all right of homestead exemption in the property.
- 9. Leaseholds; Condominutes; Planned 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 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 Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the auties 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 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 preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect 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 the notice beforehand. 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 to applied as provided in Covenant 1. This assignment 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 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 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 assigns of either or both of us.

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15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or 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 or 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 date of this mortgage.
- 17. Release. When have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

any riders	described b	NTS: I agree to elow and signed N/A Construct	l by me.	d covenants co	ntained in this mo	ortgage and in
SIGNATUR	ES: Lever G Cott A Mit	Mittel Mitter				
		STATE OF ILLING		Con		, County ss:
Corporate or	MAY	oing instrument	Person	अ.स्थितंत्र कर्म	Scott A. Mitcheu	(Title(s))
Partnership Acknowledgment	My commi	Ssion expires:	Constituti	on behalf of	the corporation of	orporation of Partnership) or partnership.
S Note	CAROLES STATES OF THE STATES O	SEAL" } untz } of Illinois }	-	. ,	(Notary Public)	;

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