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DEPT-01 RECORDING \$25.50
T45555 TRAN 8470 07/23/96 13:59:00
#0945 : JJ *--96-358866
COOK COUNTY RECORDER



96-5089-Cook
Nations Title Agency of Illinois, Inc.
246 E. Janata Blvd. Ste. 300
Lombard, IL 60148

THE ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE WITNESSETH That the undersigned, **DONALD C. FOX AND RITA E. FOX, HIS WIFE, AS JOINT TENANTS**, hereafter referred to as "Mortgagors," do hereby convey and warrant to Beneficial Illinois Inc. d/b/a **BENEFICIAL MORTGAGE CO. OF ILLINOIS**, 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**, Illinois, 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 **DECEMBER 21**, 19 **95**, executed by Mortgagors to **BENEFICIAL MORTGAGE COMPANY OF ILLINOIS** as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of **\$280400.00**. That prior mortgage was recorded on **JANUARY 3**, 19 **96** with the Register of Deeds of **COOK** County, Illinois in Book _____ of Mortgages at page _____ **DOC# : 96003954**

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 a Credit Line Account Agreement of even date herewith (hereafter referred to as the "Agreement") by which the Mortgagee is obligated to make loans and advances pursuant to the Act of May 24, 1979, Sections 815 ILCS 205 4.1 through 815 ILCS 205 4.3, Chapter 815, Act 205, Illinois Compiled Statutes, up to **\$ 75000.00** (hereafter referred to as the "Credit Line") provided, however, that this Mortgage shall not, at any time, secure outstanding principal obligations for more than Three Hundred Fifty Thousand (\$350,000.00) dollars.

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) To 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 of all or any part of the Property and maintain the Property in good condition and repair; (5) comply with all applicable laws, ordinances, rules and regulations of any nation, state or municipality and neither to use nor to permit the Property to be used for any unlawful purpose; (6) keep the mortgaged Property free from liens superior to the lien of this Mortgage, except as listed above, and pay when due any indebtedness which may be secured by a lien or charges on the Property superior to the lien of this Mortgage; (7) not to sell or convey the Property without the prior written consent of Mortgagee; time being of the essence of this Mortgage and the Agreement; (8) consider any waiver of any right or obligation under this Mortgage or the Agreement as a waiver of the terms of this Mortgage or of the Agreement, the lien of this

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Mortgage remaining in full force and effect during any postponement or extension of the time of payment of all or part of the indebtedness and (9) if ownership of any part of the Property becomes vested in a person or persons other than Mortgagors, deal without notice to Mortgagors with such successor or successors in interest with reference to this Mortgage and the indebtedness in the same manner as with Mortgagors.

Mortgagor warrants that (1) the Property has not been used in the past and is not presently used for hazardous and/or toxic waste; (2) Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste; (3) asbestos has not been used as a building material on any building erected on the Property in the past; (4) the Property is not presently used for asbestos storage and (5) the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos. Mortgagor covenants and agrees to comply with all federal, state and local environmental laws in the maintenance and use of the Property. Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Finance Charge rate in effect under the Agreement until paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is filed may at any time, either before or after sale and without notice to Mortgagors, appoint a receiver with power to manage, rent and collect the rents, issues and profits of the Property during the pendency of such foreclosure suit; and the statutory period of redemption, and such rents, issues and profits, when collected either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership. Upon foreclosure and sale of the Property, there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees; all expenses of advertising, selling and conveying the Property; and all sums advanced for court costs, any taxes or other liens or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Title Insurance Certificate showing the complete title of the Property; including the foreclosure decree and Certificate of Sale. There shall next be paid the indebtedness secured hereby, and finally the overplus, if any, shall be returned to Mortgagors. The purchaser at the sale shall have no duty to see to the application of the purchase money.

If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

IN WITNESS WHEREOF Mortgagors have hereunto set their hands and seals this 19TH day of JULY, 19 96.

Donald C. Fox (Seal)
DONALD C. FOX
Rita E. Fox (Seal)
RITA E. FOX

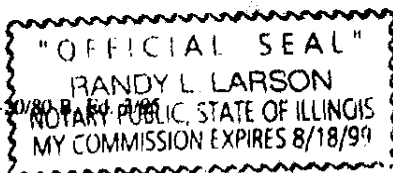
(Seal)

STATE OF ILLINOIS)
) ss.:
COUNTY OF DUPAGE)

ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that DONALD C. FOX AND RITA E. FOX, personally known to me to be the same person S whose name S ARRs/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 19TH day of JULY, 19 96.



Randy L. Larson
Notary Public

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SCHEDULE A

"Description of Property"

LOT 54 IN HARVEST HEIGHTS OF MOUNT PROSPECT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN#: 05-32-312-010

223 Arden, Mount Prospect Il., 60056

Property of Cook County Clerk's Office

60056

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Property of Cook County Clerk's Office

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