

RECORDING

DEPT-01 RECORDING \$29.50
T=0009 TRAN 1562 03/29/96 14:56:00
#6795 # RH *-96-242641
COOK COUNTY RECORDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

29.50 AM

THIS INDENTURE WITNESSETH That the undersigned, ALBERTA B. WOODS, A WIDOW, residing at 8147 S. BISHOP, CHICAGO, IL. 60620, 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,
 BENEFICIAL ILLINOIS INC.,

a Delaware corporation qualified to do business in Illinois, having an office and place of business at 1000 JOKIE 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 _____, executed by Mortgagors to _____ as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$_____. That prior mortgage was recorded on _____, 19____ with the Register of Deeds of _____ County, Illinois in Book _____ of Mortgages at page _____.

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 \$33,000.00, 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; (4) not commit nor suffer any strip, waste, impairment or deterioration of the Property.

TO
BOR 4 IL-13-15-75 FCC, Ed. Mar. '95

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

96-2042

96242641

UNOFFICIAL COPY

SCHEDULE A

"Description of Property"

LOT TWENTY TWO IN BLOCK THIRTEEN IN THE FIRST ADDITION TO AUBURN HIGHLANDS BEING HARRIS SUBDIVISION OF BLOCKS ELEVEN AND TWELVE AND THE EAST ONE HALF OF BLOCKS THREE, SIX AND TEN IN THE CIRCUIT COURT PARTITION OF THE NORTH WEST ONE QUARTER OF SECTION THIRTY-TWO, TOWNSHIP THIRTY-EIGHT NORTH, RANGE FOURTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 20-32-119-015

Property of Cook County Clerk's Office

95242041

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ACKNOWLEDGMENT

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that ALBERTA B. WOODS,
A WIDOW, personally known to me to be the same person _____ whose
name IS is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that SHE
signed, sealed and delivered the instrument as HER 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 28th day of MARCH, 1996

Jennifer A. Kant
Notary Public
JENNIFER A. KANT

"OFFICIAL SEAL"
JENNIFER A. KANT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/13/99

Property of Cook County Clerk's Office

96242641

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ALTA LOAN AND EXTENDED POLICY STATEMENT

Commitment No: 96002042 Date: 3/28/96

With respect to the land described in the above commitment number, all signatories herein make the following statements for the purpose of inducing Nations Title Insurance Company to issue the subject title policy.

STATEMENT OF THE SELLER(S) AND PURCHASER(S)

The seller(s)/purchaser(s)/buyers(s) certify that to the best of their knowledge and belief;

1. No contracts for the furnishing of any labor or material to the land of the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have or are outstanding that have not been fully performed and satisfied.
2. No unrecorded leases to which the land may be subject to are for more than a three year term or contain an option to purchase, right of renewal or other unusual provision.
3. That there are no unrecorded contracts, deeds, mortgages, leases or options affecting the subject property, except as follows:

4. That the only occupants of the subject property are the seller(s)/buyer(s)/purchaser(s) (if other than, please give names and interest held).

STATEMENT OF THE MORTGAGOR(S)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification made for the purpose of better enabling the holder(s) from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchaser(s) or pledges thereof against any defense thereto by the mortgagor or the mortgagor's heirs, personal representatives or assigns.

INDIVIDUAL/BENEFICIARIES OF TRUST

Seller(s)

(seal)

INDIVIDUAL/BENEFICIARIES OF TRUST

Mortgagor(s)/Purchaser(s)

(seal)

(seal)

(seal)

Corporations in Witness whereof,

Corporations in Witness whereof,

has caused these presents to be signed by its
President and attested by its
Secretary under its corporations seal on the
above date.

has caused these presents to be signed by its
President and attested by its
Secretary under its corporation seal on the
above date.

By _____ President

By _____ President

Attest _____ Secretary

Attest _____ Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant of the above commitment number were fully disbursed to or on the order of the mortgagee on _____ and to the best of my knowledge and belief the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on land.

3/28/96

Dated

James A. Kant

Signature

96222641

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Property of Cook County Clerk's Office