MAIL TO

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BENEFICIAL LL INC.

dba BENEFICIAL MORTGAGE CO. OF IL

1000 JORIE BLVD. #115

OAK BROOK, IL 60523

(BROOK, IL 60523 (630) 990-1341

- OF MET OF RECORDING - 425.50 - TIMES TRAIL 4658 10/22/97 12:54:60 - TIMES I お花 エータフースSと980 - COURT CHURTY PECORDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE VI'NESSETH That the undersigned, SCOTT R. KODY AND CAROLYN ANN KODY, TRUSTEES OF THE KODY FAMILY TRUST DATED **, hereafter referred to as "Mortgagors," do hereby convey and warrant to Beneficial Illinois Inc. d/b/n DENEFICIAL MORIGAGE 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 60523

, Illinois, hereafter referred to as "Mortgagee," the following real property situate in the County of __COOK ______, State of Illinois, hereafter referred to us the "Property," to wit:

** SEPTEMBER 9, 1996

See Schedule A attached for regal 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.

Ul fithis box is checked, this Mortgage is subject to a prior mortgage dated

Mortgagors to

as mortgage, 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 view 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 one herewith (hereafter referred to as the "Agreement") by which the Mortgagee is obligated to make loans and advances pure 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 \$256000.00 (hereafter referred to as the "Credit Line") provided, however, that this Mortgage shell 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 Mortgagoe winin the limits prescribed herein whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a later date. All each future advances so made shall be liens and shall be secured by this Mortgage equally and to the same extent as the amount originally expected on the security of this Mortgage, and it is expressly agreed that all such future advances shall be liens on the Property as of die one 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 self 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.

Morigagor 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 astestos. 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 Morigagee shall give Morigagor 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 corrugage, should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Morgane shall become and be due and payable in full at any time thereafter, at the option of Mortgagee and in accordance with the Agree pent. 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 Mortgager shall bear interest at the Finance Charge rate in effect under the Agreement until paid in full.

Upon the commencement of any fereclosure 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 Morigagors, 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 other before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, tixes 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 a lorney's fees; all expenses of advertising, selling and conveying the Property; and all sums advanced for court costs, any taxes or one; lions or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or 10.1508 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 Morigagors. The purchaser at the sale stall have no duty to see to the application of the purchase money.

If Mortgagors voluntarily shall sell or convey the Property, in whother 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 Morigagee, then Morigagee, at its option, may declare the entire balance of the loan plus interest on the balance item diately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's credit withiness is satisfactory to Mortgagee and (2) that purchasar, 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.

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(Scal) (Scal) Carolyn ann kody, trustee (Scal)

STATE OF ILLINOIS

) ss.:

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COUNTY OF DUPAGE

ACKNOWLEDGMENT

1, a Notary Public, in and for the county in the state aforesaid do hereby certify that SCOTT R. KODY, TRUSTEE AND CAROLYN ANN KODY. TRUSTEE personally known to me to be the same person S names. ARE is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, scaled 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 homestend.

Cliven under my hand and Notarial Scal this 21ST, day of

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COUCIAL SEAL "HEENA DOBYNES-NOEL NOTARY PUBLIC, STATE OF BLINDIS MY COMMISSION EXPIRES:03/10/01

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SCHEDULE A

"Description of Property"

LOT 21 IN SUNNY MEAD ACRES, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE WEST 1/2 OF TEN NORTH 1/2 THEREOF) IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1948 AS DOCUMENT NUMBER 14301881, IN COOK COUNTY, ILLINOIS.

PTN# 02-19-204-013

520 South Roberts ROAD Oberty of County Clerk's Office INVERNESS, Illinois

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Property of Cook County Clerk's Office

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