

MAIL TO

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BENEFICIAL ILL. INC.  
dba BENEFICIAL MORTGAGE CO. OF IL  
1000 JORIE BLVD, #115  
OAK BROOK, IL 60523  
(630) 890-1341

DEPT. OF RECORDING 125.50  
TRAN 4658 10/22/97 12:54:00  
BOOK 1234 N-97-786980  
COOK COUNTY RECORDER



THE ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE WITNESSETH 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/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 60523, 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:

\*\* SEPTEMBER 9, 1996

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 \_\_\_\_\_, 19\_\_\_\_, 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 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 \$256000.00 (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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## 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 THE 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.

320 South Roberts Road  
Inverness, Illinois

PTN# 02-19-204-013

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