# UNOFFIC

DEPT-01 RECORDING \$27.50 \$7649 FRH #-97-038923 COOK COUNTY RECERDER

THE ABOVE SPACE FOR RECORDER'S USE ONLY THIS INDENTURE WITNESSETH That the undersigned. James F. Popp & Judith Popp \_ :husband & wife ... hereafter referred to as "Mortgagors," do hereby convey and warrant to Beneficial Illinois Inc. d/b/a BENEFICIAL MORTGAGE CO. OF ILLINOIS. A BENEFICIAL ILLINOIS INC... a Delaware corporation qualified to do business in Illinois, having an office and place of business at 9600 S. Cicero . , 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 as mortgagee, which prior mortgage secures payment of a promissive note in the principal amount of \$ That prior mortgage was recorded on ... 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 purpeyes herein set forth, free from all rights and

benefits under the Homestead Exemption laws of the State of Illinois, which rights and tenefits Mortgagors do hereby release and warve.

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 of Actual Amount of Loan of , 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 Lo in 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 note/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, 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;

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(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; (3) 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 Mortgage remaining in full force and effect during any posiponement 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 wastet (2) Property complies with all federal, state and local environmental laws regarding hazardous and or toxic wastet (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. Mortgagor may make or cause to be made reasonable entries doon and inspections of the Property, provided that Mortgagoe shall give Mortgagor noise prior to any such inspection specifying reasonable cause therefore related to the Mortgagoe's interest in the Property.

If Mortgagors fail to pay, when due, the monthly instalments on the Indebtedness in accordance with the terms of the Agreement, Mortgagee, at its option, may declare the unpaid balance of the Indebtedness immediately due and payable.

Mortgagors herein expressly coverant and agree to pay and keep current the monthly installments on any prior mortgage and to prevent any default thereunder. Mortgagors fictors agree that should any default be made in the payment of any installment of principal or any interest on the prior mortgage, or 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 installments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Pate of Charge 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 Mortgago's, argoint 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, di'c costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Tortens Certificate showing he 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, it 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 unpaid balance of the Indebtedness immediately due and payable. This option shall not apply it (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 require it 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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in more or only one managagor, an promi wings he	rein reterring to morngagors shall be constitued in the singular.	
IN WITNESS WHEREOF Mortgagors have herean	no ser their bands and seals this 9th day of January	19 97
	CINIST LAP	(Seal)
	Andread & Bith	(Seal)
STATE OF ILLINOIS	5	(Seal)

STATE OF ILLINOIS

COUNTY OF Cook

OFFICIAL SEAL IRA R ROUSH

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXCHES 05.17.00

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#### **SCHEDULE A**

"Description of Property"

15 in Superior Home Builders Subdivison of Lots 3,6,7,10,11,12,13, 14 and 16 of Moore's Addition to Oak Lawn, a Subdivision of Lot 4 of a Subdivison of the West 1/2 of the Northeast 1/4 and all of the Northwest 1/4 of Section 4, Township 37 North, Range 13, East of the Third Principal Meridian, recorded May 7, 1913 ad Document 5179435, in Cook County, Illinos.

24-04-114-007

Deborah J. VonFeldt 9600 S. Cicero AVe Oak Lawn, I1, 60453



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#### ACKNOWLEDGMENT

1. a Notary Public, in and for the county in the state aforesaid do hereby certify that James F. Popp & Juditic Popp husband & wife ... personally known to me to be the same person whose name s ... is are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that signed, sealed and delivered the instrument as they own free and voluntary act for the uses and purposes therein set touth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this ... day of ... January ... 19 97

Notire Public

OFFICIAL SEAL

IRA R ROUSH

JAR NODAN OF COOK COUNTY CLARKS OFFICE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 05 17 00

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