

MAIL TO

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BENEFICIAL MORTGAGE CO OF IL
1000 JORIE BLVD #115
OAK BROOK IL 60521
(630, 990-1341)

97-1925

DEPT-01 RECORDING \$25.30
T40010 TRAN 7619 04/10/97 12158100
43379 + CJ # -97-250926
COOK COUNTY RECORDER

97250926

THE ABOVE SPACE FOR RECORDER'S USE ONLY

25-50
ER

MORTGAGE

THIS INDENTURE WITNESSETH That the undersigned, **MICHAEL A. MATUSCHKA, A SINGLE PERSON** 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 **AUGUST 9**, 19 **96**, executed by Mortgagors to **LASALLE BANK, P.S.B.** as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of **\$ 88400.00**. That prior mortgage was recorded on **AUGUST 15**, 19 **96** with the Register of Deeds of **COOK** County, Illinois in Book _____ of Mortgages at page _____, **DOC# 96625700**.

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 **\$ 25000.00** (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"

THE WEST 31 FEET OF THE EAST 124 OF LOTS 25 AND 24 AND THE NORTH 24 FEET OF LOT 23 IN BLOCK 53 IN NORWOOD PARK IN SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.A. 6729 W. Albion Avenue

PTN#: 10-31-405-003

Chicago, IL

60631

Property of Cook County Clerk's Office

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