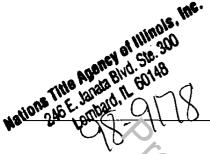
UNOFFICIAL CQ4/0078 07 001 Page 1 of

1998-10-15 12:07:36

Cook County Recorder

25.50





Hous 10 E rough of 1	THE ABOVE SPACE FOR RECORDER'S USE ONLY			
MORTGAGE				
THIS INDENTURE W'INESSETH That the undersigned				
Beneficial Illinois Inc. d/b/a PENEFICIAL MORTGAGE	fter referred to as "Mortgagors," do hereby convey and warrant to CO. OF ILLINOIS, a Delaware corporation qualified to do business			
in the County of, Illinois, herea	fter referred to as "Mortgagee," the following real property situate inois, hereafter referred to as the "Property," to wit:			
See Schedule A attached for legal descr	iption, which is incorporated in the mortgage.			
TOGETHER with all the buildings and improvements ne apparatus and fixtures and the rents, issues and pro its of	ow or hereafter erected on the Property and all appurtenances, the Property of every name, nature and kind.			
Mortgagors to secures payment of a promissory note in the principal amount	as mortgage dated, 19, executed by as mortgagee, which prior mortgage ount of \$ That prior mortgage was recorded Register of Deeds of County, Illinois in			
	ver, for the us s and purposes herein set forth, free from all rights and nois, which rights and benefits Mortgagors do hereby release and waive.			
"Agreement") by which the Mortgagee is obligated to make le ILCS 205 4.1 through 815 ILCS 205 4.3, Chapter 815, Act 2	ever, that this Mortgage shall not, at any time, secure outstanding			
whether the entire amount shall have been advanced to Mortgage shall be liens and shall be secured by this Mortgage equally and this Mortgage, and it is expressly agreed that all such future a				
MORTGAGORS' COVENANTS: The term "indebtedness"	shall include all sums owed or agreed to be paid to Mortgagee by			

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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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.

Mortgagor 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 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 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 mortgage, 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 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 Mortgagoe shall bear interest at the Finance Charge rate in effect under the Agreement until paid in full.

Upon the commencement of any includes 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 Mortgagors, 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 either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costo, 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 of coordinates or assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torons 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 Mortgagors. The purchaser at the sale stall ave 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 entire balance of the loan plus interest on the balance true ediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creati worthiness 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 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.

IN WITNESS WHEREOF Mortgagors I	nave hereunto set	their hands and sea	ls this 12TH day of OCT	OBER, 1998
		_ (out	& M. Jonin	(Seal)
				(Seal)
			199	(Seal)
STATE OF ILLINOIS)	_		9
COUNTY OFCOOK) ss.:)			
	ACKN	OWLEDGMENT		
I, a Notary Public, in and for the count	y in the state afor	-	=	
70 177777 1 11 1 1	• • •	•	known to me to be the same p	
name IS XXXXXXsubscribed to the fore signed, sealed and delivered the instrum- including the release and waiver of the	ent asHIS_ o	own free and voluntar		
Given under my hand and Notarial Seal	this <u>1.2.TH</u> day	y of OCTOBER Notan Public	nyer Start	LUS
RL 4 IL-20/80 B, Ed. 3/95		Page 2 of 3	*	

OFFICIAL SEAL
JENNIFER L STATKUS
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 18,2001

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SCHEDULE A

98928197

"Description of Property"

LOT 29 IN BLOCK 3 IN UNIVERSITY SUBDIVISION OF ENGLEWOOD, BEING A SUBDIVISION OF THE EAST 35 ACRES OF THE NORTH 70 ACRES OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 20-21-205-016

COMMONLY KNOWN AS:6349 S PARNELL CHICAGO, IL 60621

Property of Cook County Clerk's Office THIS DOCUMENT PREPARED BY JENNIFER STATKUS 9600 S CICERO OAK LAWN, IL 60453