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Stanley R. Simpson and Judith A. Simpson his
THIS INDESTURE WITNESSETH That the undersigned, Stanley R. Simpson and Judith A. Simpson his wife, not as tenants in common but in Joint tenancy of 6900 Center Avenue Hanover Park , County of Cook , State of Illinois,
of 6900 Center Avenue Hanover Park , County of Cook , State of Illinois,
hereafter referred to as "Mortgagers", do hereby convey and warrant to
A Beneficial Illinois Inc. dibla BENEFICIAL MORTGAGE CO. OF ILLINOIS
El BENEFICIAL HANOIS INC., (The box checked above identifies the Marigages)
a Delaware corporation qualified to do business in Illinois, having an office and place of business at 1010 Jor1e Bivd Rm 236 OakBrook , 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:
Lot 1 (except the North 33.0 feet thereof) in Block 11 in Grant Highway Subdivision, Ontarioville, Cook County, Illinois, being a part of the West 1/2 of Section 36, Township 41 North, Range 9 East of the Third Principal Meridian as per the Plat thereof registered May 7, 1925, as Torrens Document No. 255219 commonly known as 6900 Conter Avenue, Hamover Park, Illinois
PTN: 06-36-105-010-000 DBO
Document prepared by D. Chesna
1010 Jorda Blvd Rm 236
CakBrook, IL 60521
Culkbrook, 11. 603/21
$\mathcal{O}_{\mathcal{F}}$
TOGETHER with all the buildings and improvement row or hereafter erected on the Property and all appartenances, apparatus and fixtures and the reats, issues and profits of the Property of every name, nature and kind.
W If this box is checked, this Mortgage is suffect to a prior paregage dated
Mortgagors to Apax National Mortgage Corpor titen as mortgages, which prior mortgage recures payment of a promisery note in the principal amount of \$
That prior martinum was reported on 11-25
Cook County, Illinois in MKN 3570480 of Mortgages at page
TO HAVE AND TO HOLD the Property unto Mortgagee forever, for the the 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: (1) The payment of a certain Indebtadness anyalia to the order of Mortgages, evidenced by Mortgagors' promissory note or Loan Agreement (Note/Agreement) of even data be with in the Actual Amount of Loan of secure in the Note/Agreement and, (2) any additional advances made by Mortgages to Morty gors or their successors in title, prior to the cancellation of this Mortgage, and the payment of any subsequent Nate/Agreement evidencing the same, in accordance with the terms thereof; pravided however, that this Mortgage shall not at any time secure outstanding principal obligations for more than two hundred thousand dollars (\$200,000,000) plus advances that may be made for the protection of the recurity as herein contained.
It is the intention herof to secure the payment of the total Indebtedness of Mortgagors to Mortgagors achin the limits prescribed herein whether the entire amount shall have been advanced to Mortgagors at the date hereof or at a inter-date or having been advanced, shall have been paid in part and future advances thereafter made. All such future advances so made whall 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 Note/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

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 indebtudness 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 Note/Agreement; (8) consider any waiver of any right or obligation under this Mortgage or the Note/Agreement as a waiver of the terms of this Mortgage or of the Note/Agreement, the lien of this 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.

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with the terms of the Note/Agreement, If Mortgagors fail to pay, when the Mortgagee, at its option, may declare the unpaid balance of the indebtedness immediately due and payable.

In the event of the death of ane of the Morigagors, Morigages, at its option, may declare the unpaid balance of the Indebteeness immediately due and payable.

Mortgagors berein 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, or should any soit 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 Note/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 the mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Rate of Charge tastil paid in full.

Upon the commencement of any foreclosure proceeding under this Mortgage, the court in which such suit is feled 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 forcelosure soit, and the statutory period of tedemption, 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 deficioncy decree, costs, takes, 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, and all expenses of advertising, selling and conveying the Property, all sums advanced for court costs, any taxes of other liens or assessments, or title costs, master's fees and costs of procuring or completing an abstract of title. thie guaranty policy or Carrens Certificate showing the complete title of the Property, including the forcelosure 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 shift laye no duty to see to the application of the purchase money.

If Mortgagors voluntarily while all 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 Late iteduess immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchase a 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 required, an increase in the rate of interest payable under the Note/Agreement.

M there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.

, 19 87 day of June IN WITNESS WHEREOF Mortgagors have become set their hands and seals this (Seal) (Scal) STATE OF ILLINOIS COUNTY OF DuPage ACKNOWLEDGMER

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that Stanley R. Simpson and Judith personally known to me to be the same person & Simpson his wife istare subscribed to the foregoing instrument appeared before me this day in process and acknowledged that they signed, sealed and delivered the instrument as theirown free and voluntary act for the uses and 1 or poses therein set forth, including the release and waiver of the right of homestead,

Given under my hand and Notarial Seal this 24 th

