

UNOFFICIAL COPY

MORTGAGEE: MERITOR CREDIT CORPORATION 11311 CORNELL PARK DRIVE SUITE 400 CINCINNATI, OH 45242

MORTGAGOR(S): ARTHUR BYRD AND CAROL BYRD, HIS WIFE 20640 CORINTH OLYMPIA FIELDS, IL 60461

DATE OF LOAN 11/10/88

ACCOUNT NUMBER 22932-8

OPEN END MORTGAGE: MAXIMUM INDEBTEDNESS EXCLUSIVE OF INTEREST NOT TO EXCEED \$ 128,802.53

KNOW ALL MEN BY THESE PRESENTS: That the above named Mortgagor(s), in consideration of the principal amount of loan stated below to them in hand paid by the above named Mortgagee do hereby grant, bargain, sell and convey with "mortgage covenants" to the said Mortgagee and its assigns forever, the following described real estate situated in the County of COOK and State of Illinois, to wit:

LOT 44 IN OLYMPIA FIELDS FAIRWAY ESTATES, A SUBDIVISION OF PART OF SECTION 13 AND PART OF SECTION 24, BOTH IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 22, 1959, AS DOCUMENT NUMBER 1887172, IN COOK COUNTY, ILLINOIS.

AKA; 20640 CORINTH, OLYMPIA FIELDS, IL 60461
TAX#: 31-17-304-014, VOL. 178

NOTE IDENTIFIED

and all the estate, right, title and interest of the said Mortgagor(s) in and to said premises; To have and to hold the same, with all the privileges and appurtenances thereunto belonging to said Mortgagee and its assigns forever. And the said Mortgagor(s) do hereby covenant and warrant that the title so conveyed is clear, free and unencumbered and that they will defend the same against all lawful claims of all persons whomsoever.

This conveyance is made to secure the payment of \$128,802.53 plus interest as provided in a Promissory Note of even date herewith, and to further secure the payment of any further or additional advances made by the Mortgagee at any time before the entire indebtedness secured hereby shall be paid in full, either as a future loan by said Mortgagee, or financing of the unpaid balance of the loan stated above, or a renewal thereof or both.

The maximum amount of unpaid loan indebtedness, exclusive of interest thereon, which may be outstanding at any time is ONE HUNDRED & TWENTY-EIGHT THOUSAND AND EIGHT HUNDRED & TWO DOLLARS - 53/100

Mortgagor(s) shall maintain all buildings and improvements now or hereafter forming part of the property hereinabove described in constant repair and in fit condition for their proper use and occupancy and shall comply with all restrictions of record and all statutes, orders, requirements, or decrees relating to the property by any governmental authority.

Mortgagor(s) shall not, without the prior written consent of the Mortgagee, enter into any agreement or accept the benefit of any arrangement whereby the holder of the Prior Mortgage makes future advances or waives, postpones, extends, reduces or modifies the payment of any installment of principal or interest or any other item or amount now required to be paid under the terms of any other Prior Mortgage or modifies any provision thereof.

Mortgagor(s) shall promptly notify the Mortgagee in writing upon the receipt by the Mortgagor(s) of any notice from the Mortgagee under any other Prior Mortgage claiming any default in the performance or observance of any of the terms, covenants or conditions on the part of the Mortgagor(s) to be performed or observed under any other Prior Mortgage.

Mortgagor(s) shall execute and deliver, on request of the Mortgagee, such instruments as the Mortgagee may deem useful or required to permit the Mortgagee to cure any default under any other Prior Mortgage, or permit the Mortgagee to take such other action as the Mortgagee considers desirable to cure or remedy the matter in default and preserve the interest of the Mortgagee in the mortgaged property.

The whole of the said principal sum and the interest shall become due at the option of the Mortgagee: (1) if the Mortgagor(s) fails to pay any installment of principal or interest on any other Prior Mortgage within five days after the same is due, or if the Mortgagor(s) fails to keep, observe, or perform any of the other covenants, conditions, or agreements contained in any other Prior Mortgage; or (2) if the Mortgagor(s) fails to repay to the Mortgagee on demand any amount which the Mortgagee may have paid on any other Prior Mortgage with interest thereon; or (3) should any suit be commenced to foreclose any mortgage or lien on the mortgaged property; or (4) if the Mortgagor(s) transfer any interest in the mortgaged property without the written consent of the Mortgagee.

The generality of the provisions of this section relating to the Prior Mortgage shall not be limited by other provisions of this Mortgage setting forth particular obligations of the Mortgagor(s) which are also required of the Mortgagor(s) under any other Prior Mortgage.

IN WITNESS WHEREOF, the said Mortgagor(s), who hereby release and waive their right and expectancy of homestead exemption in said premises, have hereunto set their hands this date.

Signatures of Arthur Byrd and Carol Byrd with dates 11-10-88 and 11/10/88. Includes lines for Spouse, Mortgagor, and Notary Public.

Notary Public, State of Illinois, My Commission Expires 92891

STATE OF ILLINOIS COUNTY OF COOK } SS

Be It Remembered, That on the 10TH day of NOVEMBER 19 88 before me, the subscriber, a Notary Public in and for said county, personally came Arthur Byrd and Carol Byrd, his wife the Mortgagor(s) in the foregoing mortgage, and acknowledged the signing thereof to be their voluntary act.

This instrument was prepared by: MERITOR CREDIT CORP 11311 CORNELL PK DR SUITE 400 CINTI, OH 45242 TJA

OFFICIAL SEAL of Notary Public, State of Illinois

In Testimony Whereof, I have hereunto subscribed my name, and affixed my notarial seal, on the day and year last aforesaid. [Signature]

3753062

UNOFFICIAL COPY

3
1534266
NID

3753062

HARRY (BUS) YORELL
REGISTRAR OF TITLES
NOV 14 AM 10:38

3753062

3753062

Recorded by _____

Index to _____

See certificate _____

Other duplicate Trust _____

Draw to _____

Address _____

Notified _____

GHEATER G.I.T.
TITLE COMPANY

BOX 116

468530

Property of Cook County Clerk's Office

MORTGAGE

TO

Recd for Record _____

at _____ o'clock _____ M.

and recorded _____

Recorder _____
of _____ County, Illinois

RELEASE

THE CONDITIONS of the within mortgage having been
compiled with; the undersigned hereby cancels and releases
the same this _____ day of _____ 19____

By _____ PRESIDENT

Attest: _____ SECRETARY