

NOTE IDENTIFIED

PARCEL 1
LOT EIGHT (EXCEPT NORTH 10 FEET) - (8)
LOT NINE - (9)
IN BLOCK TWO (2) IN BALDWIN DAVIS' SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.
PIN: 13-13-309-023

PARCEL 2
THE SOUTH 20 FEET OF LOT 7, THE NORTH 10 FEET OF LOT 8, IN BLOCK 2, IN BALDWIN DAVIS' SUBDIVISION OF THE NORTHEAST 1/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN: 13-13-309-022

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 has been checked, this Mortgage is subject to a prior mortgage dated MAY 18, 1979, executed by FLETCHER FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ 64,500.00. That prior mortgage was recorded on MAY 18, 1979, with the Register of Deeds of Cook County, Illinois in Book 3092354 of Mortgages at page 3092354.

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 Mortgagee do hereby release and waive. This Mortgage is given to secure: (1) The payment of a certain Indebtedness payable to the order of Mortgagee, evidenced by Mortgagee's promissory note or loan agreement (Note/Agreement) of even date herewith.

IX in the Principal or Actual Amount of Loan of \$ 30,000.00, together with interest on unpaid balances of the Actual Amount of Loan at the Rate of Charge set forth in the Note/Agreement, together with interest on unpaid balances together with interest on unpaid balances of the Actual (Principal) Amount of Loan at the rate set forth in the Note/Agreement and (2) any additional advances made by Mortgagee to Mortgagee or their successors in title, prior to the cancellation of this Mortgage, and the payment of any subsequent Note/Agreement evidencing the same, in accordance with the terms hereof; provided, however, that this Mortgage shall not at any time secure outstanding principal obligations for more than two hundred thousand dollars (\$200,000.00) plus advances that may be made for the protection of the security as herein contained.

It is the intention hereof to secure the payment of the total Indebtedness of Mortgagee to Mortgagee within the limits prescribed herein whether the entire amount shall have been advanced to Mortgagee at the date hereof or at a later date. All such future advances made shall be hereinafter 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.

MORTGAGOR'S COVENANTS: The term "Indebtedness" shall include all sums owed or agreed or to be paid to Mortgagee by Mortgagee 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. Mortgagee shall assign to Mortgagee the Indebtedness secured by this Mortgage whenever such sums shall have been paid or advanced at the date hereof or at any later date. (2) pay when due all taxes and assessments levied against the Property or any part thereof and to deliver to Mortgagee promptly upon demand (3) keep the buildings and improvements situated on the Property in good condition and repair (4) not commit or 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 charge 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) Mortgagee and its successors and assigns shall have the right of occupancy and use of the Property during the term of this Mortgage and the Note/Agreement, the lien of this Mortgage remaining in full force and effect during any postponement or extension of the term of this Mortgage or 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 Mortgagee, Mortgagee shall without notice to Mortgagee with such successor or successors in interest with reference to this Mortgage and the Indebtedness in the same manner as with Mortgagee.

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MORTGAGE
376565
BYRON D. NELSON, DIVORCED, AND NOT SINCE REMARRIED, IDENTIFIED WITNESSES THAT THE UNDERSIGNED, COUNTY OF CHICAGO, STATE OF ILLINOIS, DO HEREBY CONVEY AND WARRANT TO BENEFICIAL ILLINOIS INC. (The box checked above identifies the Mortgagee)

Delaware corporation qualified to do business in Illinois, having an office and place of business at 193 NORTH YORK RD., ELMHURST, ILLINOIS 60126, 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 EIGHT (EXCEPT NORTH 10 FEET) - (8)
LOT NINE - (9)
IN BLOCK TWO (2) IN BALDWIN DAVIS' SUBDIVISION OF THE NORTHEAST QUARTER (1/4) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.
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UNOFFICIAL COPY

MORTGAGE

3766565

RYMON D. NELSON, DIVORCED AND
SEPARATED

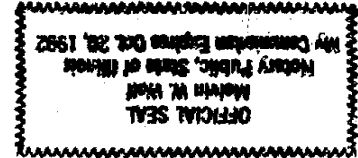
Beneficial Illinois Inc. d/b/a BENEFICIAL
MORTGAGE CO. OF ILLINOIS
BENEFICIAL ILLINOIS INC.

93 NORTH YORK, RD.
CHICAGO, ILLINOIS 60626

Notified by
Airtel

Beneficial Illinois Inc. d/b/a BENEFICIAL
MORTGAGE CO. OF ILLINOIS
BENEFICIAL ILLINOIS INC.

CHICAGO, ILLINOIS 60626



[Signature]
Notary Public

Given under my hand and Notarial Seal this 5TH day of JANUARY 19 89

I, a Notary Public, in and for the county in the state aforesaid do hereby certify that RYMON D. NELSON, DIVORCED AND NOT SINCE REMARRIED (personally known to me to be the same person whose name I have subscribed to the foregoing instrument appeared before me this day in person and acknowledged that HE signed, sealed and delivered the instrument as HIS own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK

(Seal)
(Seal)
(Seal)

[Signature]

IN WITNESS WHEREOF Mortgages have hereunto set their hands and seals this 5TH day of JANUARY 19 89

If there be only one mortgagor, all plural words herein referring to Mortgages shall be construed in the singular.
If Mortgages voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means direct themselves or to the Property without obtaining the written consent of Mortgages, then Mortgages, at its option, may declare the unpaid balance of the indebtedness immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchase creditworthiness is satisfactory to Mortgages and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgages including, if required, an increase in the rate of interest payable under the Note/Agreement.
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 notice to Mortgages, 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, costs, taxes, insurance of 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 assessments, title costs, master's fees and costs of procuring or completing an abstract of title, title guaranty policy or Torrens 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 surplus, if any, shall be returned to Mortgages. The purchaser at the sale shall have no duty to see to the application of the purchase money.
Mortgages herein expressly covenant and agree to pay and keep current the monthly installment on any prior mortgage and to prevent interest on the prior mortgage from accruing. Mortgage, at its option, may declare the unpaid balance of the indebtedness immediately due and payable.
In the event of the death of one of the Mortgages, Mortgage, at its option, may declare the unpaid balance of the indebtedness immediately due and payable, when due, the monthly installments on the indebtedness immediately due and payable.
Mortgages shall pay, when due, the monthly installments on the indebtedness in accordance with the terms of the Note/Agreement. If Mortgages fail to pay, when due, the monthly installments on the indebtedness immediately due and payable, Mortgage, at its option, may declare the unpaid balance of the indebtedness immediately due and payable.
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