

3768-170

Recording Requested By And Please Return To:

Name Yegen Equity Loan Corp.
Address 1990 E. Algonquin Rd. Ste. 208
City and State Schaumburg, IL 60173

REAL PROPERTY MORTGAGE

Table with columns: NAME AND ADDRESS OF MORTGAGOR(S), MORTGAGEE, ADDRESS, LOAN NUMBER, TOTAL OF PAYMENTS, DATE OF LOAN, DATE FIRST PAYMENT DUE, DATE FINAL PAYMENT DUE, PRINCIPAL BALANCE.

The words "I," "me" and "my" refer to all Mortgagors indebted on the Note secured by this Mortgage. The words "you" and "your" refer to Mortgagee and Mortgagee's assignee if this Mortgage is assigned.

MORTGAGE OF REAL ESTATE

To secure payment of a Note I signed today promising to pay you the above Principal Balance together with an interest charge at a rate set forth in the Note, each of the persons signing this mortgage mortgages and warrants to you the real estate described below, and all present and future improvements on the real estate, which is located in Illinois, County of COOK

LOT 11 AND LOT 12, IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 and 94 AS PLATTED AND SUBDIVIDED BY THE NORWOOD LAND AND BUILDING ASSOCIATION, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 5830 N. Navarre Chicago, Illinois

Permanent Index Number 13-06-409-007 eb

TERMS AND CONDITIONS

PAYMENT OF OBLIGATIONS - If I pay my Note according to its terms, this Mortgage will become null and void. (continued on other side)

Signature of Mark V. Gorski (Mortgagor) with seal.

Mark V. Gorski (Type Name)

Signature of Virginia A. Gorski (Mortgagor) with seal.

Virginia A. Gorski (Type Name)

STATE OF ILLINOIS

SS.

COUNTY OF Cook

(Type Name)

The foregoing instrument was acknowledged before me this 3rd day of November, 1988.

by Mark V. Gorski and Virginia A. Gorski, married to each other.

Notary Public Jodi M. York, Commission Expires Jan. 14, 1999

This instrument was prepared by Yegen Equity Loan Corp. 1990 E. Algonquin Rd. Ste. 208 Schaumburg, IL (Name) (Address)

NOTE TO [unclear]

3768-170

# UNOFFICIAL COPY

**TAXES, LIENS, INSURANCE AND MAINTENANCE** — I will pay, when they are due and payable, all taxes, liens, assessments, obligations, water rates and other charges against the real estate, whether superior or inferior to the lien of this Mortgage, maintain hazard insurance on the real estate in your favor in a form and amount satisfactory to you and maintain and keep the property in good repair at all times during the term of this Mortgage. You may pay any such tax, lien, assessment, obligation, water rates, premium or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will be due and payable to you on demand, will bear an interest charge at the interest rate in effect from time to time as set forth in the Note secured by this Mortgage if permitted by law or, if not, at the highest lawful interest rate, will be an additional lien on the real estate and may be enforced and collected in the same manner as the other obligations secured by this Mortgage. The insurance carrier providing the insurance referred to above will be chosen by me subject to your approval which will not be unreasonably withheld. All insurance policies and renewals must be acceptable to you and must include a standard mortgage clause. You will have the right to hold the policies and renewals. If you require, I will promptly give to you all receipts of paid premiums and renewal notices. In the event of a loss, I shall give prompt notice to the insurance carrier and you. You may file a proof of loss if not made promptly by me. Insurance proceeds will be applied to the restoration or repair of the property damaged or, at your option, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If I abandon the property, or do not answer within ten (10) days, a notice from you that the insurance carrier has offered to settle a claim, then you may collect the insurance proceeds. The ten (10)-day period will begin when the notice is given.

**TITLE** — The real estate and buildings on the real estate were conveyed to me by a deed which is to be, or has been, recorded before this Mortgage, and I warrant the title to the real estate and the buildings. I further warrant that the lien created by this Mortgage is a valid and enforceable lien, subordinate only to (1) the advances actually made and secured by any mortgage of record on the date of this Mortgage and (2) easements and restrictions of record on the date of this Mortgage, and that during the entire term of the indebtedness secured by this Mortgage, such lien will not become subordinate to anything else including subsequent advances secured by any first mortgage.

**DUE ON SALE OR ALTERATION** — Except in those circumstances in which federal law otherwise provides, I will not, without your consent, sell or transfer the real estate or alter, remove or demolish the buildings on the real estate.

**CONDEMNATION** — The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to you and are subject to the lien of and secured by this Mortgage. In the event of a taking of the property, the proceeds will be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to me. If the property is abandoned by me, or if, after notice by you to me that the condemnor offers to make an award or settle a claim for damages, I fail to respond to you within ten (10) days after the date the notice is given, you are authorized to collect and apply the proceeds, at your option, either to the restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due.

**DEFAULT** — If I default in paying any part of the obligations secured by this Mortgage or if I default in any other way under this Mortgage or under the Note which it secures, or if I default under the terms of any other mortgage covering the real estate, the full unpaid Principal Balance and accrued and unpaid interest charges will become due immediately if you desire, without your advising me. I agree to pay your costs and expenses actually incurred in foreclosing on this Mortgage including lawful attorney's fees. If any money is left over after you foreclose on this Mortgage and deduct such costs and expenses, it will be paid to the persons legally entitled to it, but if any money is still owing, I agree to pay you the balance.

**APPOINTMENT OF RECEIVER AND ASSIGNMENT OF RENTS** — I agree that you are entitled to the appointment of a receiver in any action to foreclose on this Mortgage and you may also enter the mortgaged premises and take possession of them, rent them if the mortgaged premises are not already rented, receive all rents and apply them to the obligations secured by this Mortgage. I assign all rents to you but you agree that I may continue to collect the rents unless I am in default under this Mortgage or the Note.

**RIGHTS CUMULATIVE** — Your rights under this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of any other nor shall any act of yours be considered as an election to proceed under any one provision of this Mortgage to the exclusion of any other provision.

**NOTICES** — I agree that any notice and demand or request may be given to me either in person or by mail.

**EXTENSIONS AND MODIFICATIONS** — Each of the persons signing this Mortgage agrees that no extension of time or other variation of any obligation secured by this Mortgage will affect any other obligations under this mortgage.

**WAIVER OF EXEMPTIONS** — Each of the persons signing this Mortgage waives all marital rights, homestead exemption and all other exemptions relating to the above real estate.

**APPLICABLE LAW** — This Mortgage is made in accordance with, and will be governed by, the laws of the State of Illinois.

**SEE OTHER SIDE FOR ADDITIONAL PROVISIONS**

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GREEN EQUITY LOAN  
 1990 E. ALBONQUIN RD  
 SCHAMBOURG, IL 60173