

UNOFFICIAL COPY

Customer # Republic Title
Torrens # 1247463 Filing Date 10-22-90
Ct. # 1247463 L.F. Date 5-14-76
Grantor GARY L. VAN ERMEN
S.S.# Carolyn M. VanErmen
Grantor Carolyn M. VanErmen
S.S.#
Grantee
S.S.#
Grantee
S.S.#
PIN # 03-29-107-039 Tax # 219909
Fed Lien Search 041129 621C
Title Officer
Title Company Republic
Trust Dept. Survey Dept.
Approval Approval

LIEN SEARCH

DOCUMENT NO.

DATE OF SEARCH:

809621

20 OCT 22 10 27

10-22-90

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

IDENTIFIED No.
Registrar of Torrens Titles
CAROL MOSELEY BRAUN
REPUBLIC/LINKIEWICZ

Property of Cook County Clerk's Office

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8. Condemnation. This mortgage shall be subject to any condemnation or other taking of the Property by public authority. The proceeds from the sale of the Property shall be paid to Borrower.

If the Property is damaged, destroyed or otherwise impaired by fire, theft, flood, or other cause, the Lender shall have the right to advance the proceeds of any insurance policy covering the Property to pay the mortgage debt.

Lender and Borrower hereby agree to execute and record a deed of assignment of the mortgage to the Lender upon the completion of the mortgage.

9. Borrower Not Released. The obligation of the Borrower to pay the mortgage debt shall not be released by any act or omission of the Lender or by the death, disability, bankruptcy, or insolvency of the Borrower. The Lender shall not be required to continue to pay the mortgage debt if the Borrower is not in compliance with the terms of the Agreement or this Mortgage.

10. Forbearance by Lender Not a Waiver. If the Lender forbears to enforce its rights under the Agreement or this Mortgage, such forbearance shall not constitute a waiver of the Lender's rights under the Agreement or this Mortgage.

11. Remedies Cumulative. All remedies provided by this Mortgage, state and federal law, and common law shall be cumulative and shall not be limited by any other right of remedy under this Mortgage.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The provisions of this Agreement shall bind the successors and assigns of the Lender and Borrower. The provisions of this Mortgage shall bind the successors and assigns of the Lender and Borrower.

13. Notice. The Lender shall give notice to the Borrower at the Property Address or at such other address as the Borrower may designate by notice to the Lender and provided herein. If any notice is given by certified mail, return receipt requested, the date of mailing shall be deemed the date of notice.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. If any provision of this Mortgage is held to be unenforceable, the remaining provisions shall survive.

15. Borrower's Copy. The Lender shall provide a copy of this Agreement and this Mortgage to the Borrower at the time of completion of the mortgage.

16. Revolving Credit Loan. This mortgage shall secure a revolving credit loan in the amount of \$50,000.00. The loan shall be made in increments of up to \$5,000.00. The loan shall be repaid by the Borrower in monthly payments over a period of 60 months.

17. Termination and Acceleration. The Lender may terminate the mortgage and accelerate the debt if the Borrower fails to make payments as required by the mortgage.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. The Lender may assign the rents and profits of the Property and may appoint a receiver to take possession of the Property if the Borrower fails to pay the mortgage.

19. Release. The Lender shall release the Borrower from the mortgage upon payment of the debt.

20. Waiver of Homestead. The Borrower waives the homestead exemption in the Property.

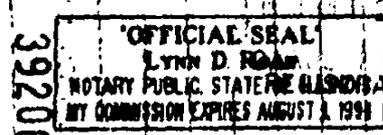
21. In Witness Whereof, the undersigned have executed this Mortgage.

State of Illinois }
County of DuPage } ss
the undersigned
Gary L. Van Ermen and Carolyn M. Van Ermen

Gary L. Van Ermen
Gary L. Van Ermen
Carolyn M. Van Ermen
Carolyn M. Van Ermen

000-1000

FILED
590 Park St. George Dr
Naperville, IL 60563



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