

MORTGAGE

THE MORTGAGOR(S) PENNIS J. MISIAL	MARRIED TO CHRISTINA	MISIAL,			
of the City of CHICAGO MORTGAGE(S) and WARRAMT(S) to ^{QO} business in CHICAGO LOT 18 IN FOURTH AVENUE T	. , County of GOOK		d State of	ILLINOIS	
MORTGAGE(S) and WARRANT(S) to 00	LE TAYLOR BANK	s(n) BANKING CO	DRPORATION	ith its principal p	place of
business in CHTCAGO	TLLINOIS	the Mortgage	e, the following	g described real	estate
LOT 18 IN FOURTH AVENUE T	O BOGAN MANOR, BET	NG A RESUBDIVIS	SION OF LOT	S	
17 TO 23, BOTH INCLUSIVE,	AND PART OF LOT "	A" TOGETHER WIT	TH VACATED		
STREETS, ALL IN FIRST ADD					
of parts of the northeast				15	
ld east of the third prin			LLIINOIS.		
PIN# 19 34 215 066 7955	s. KOMENSKY, CHICA	GO, IL. 60652	TITMATE		
situated in the County ofCOOK	northe amplification of the second of the se	in the State of	ILLINOIS		
TOGETHER with elimuildings, fixtures a rents, issues, and profits, and all right,					eto, the
The Mortgagors hereby release and wai	ve all rights under and by	virtue of the Home	stead Exempti	on Laws of the S	State of C
TILINOIS and the	United States of America	1.	•		ري اخبار
This Mortgage secures the performance	e of obligations pursual	nt to the Home Eq	ulty Line of C	redit Agreement	dated
the Mortgagee's office. The Mortgage of future advances as are made pursuant in as if such future advances were made time of execution hereof and although total amount of indebtedness secured here.	stures not only indebtedro auch Agreement within to on the oute of execution in here may be no indebted	ness outstanding at twenty (20) years fro hereof, although the iness outstanding a	the date hered in the date her ere may be no t the time any	of, if any, but als leof, to the same advances made advance is mad	extent extent at the le. The
shall not exceed \$ RIFTY THOUSAND plus interest thereon and any disbursem described herein plus interest on such a	ents made for payment of		essments or in		
MORTGAGORS COVENANT AND WAR	RANT:	P. T‡	0012 TRAN 8	738 12/12/94	\$27.! 14:24:00
1. To pay the indebtedness as herein		/h . †	9443 # SK COOK COUNTY	*-04-6	3700
2. The maintain the premises in good of	condition and repair, not to				'amply

- with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any castraity whatsoever; not to remove, demolish, or materially after any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.
- To keep the buildings on the premises and the equipment insured for the benefit of the Nortgagee against loss or damage by fire, lightning, windstorm, half, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgages, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagers shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Mongages power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
- To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
- Mortgagors have good title to the premises and have the right to mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
- To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
- Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

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- 8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at \$18,000 % per annum shall immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.
- 9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage herounder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any tiens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness, and the whole sum may forthwith be collected by suit at law foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- Upon or at any time after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and band being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any as well as during any further times, when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the projection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate leans if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- 11. In any suit to foreclose the lien of this mortyzige there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' lees, appraisant lees, surveys, title searches and similar data
- 12. To pay all costs incurred, including reasonable attomays' fees, to perfect and maintain the lien on this mortgage
- 13. The rights and remedies of the Mortgages are cumulative, riav be exercised as often and whenever the occasion thereof arises; the failure of the Mortgages to exercise such rights c. remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 14. The party or parties named above as Mortgagor and their respective hoirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

,		·		CVA.	"	
IN WITNESS WHEREOF, Mort	gagors have set the	eir hands and	seals this	18ch day of	OCTOBER	, 19 94 .
	and the same and a same					(SEAL)
	and the state of t	(SEAL)	DENNIS J	. MUSTAL ETAYLOR BAI		(SEAL)
STATE OF)/S)	PREPARLE MA Do-) BY ~ C di (COLL 184	CARBUK	CO.	
, NANCY L	MICA	and the same	CHICACO,	a Notary Public	in and for the	County and
State aforesaid do hereby certif						
personally known to me to be the me this day in person and ackno- tary act for the uses and purpor	e same persons wh wledged that they : ses therein set fort	nose names are signed, sealed th, including th	subscribed to and delivered e release and	o the foregoing in I the said instrum I waiver of the rig	ent as their fre- ght of homeste	e and volun-
Given under my hand and t	Notarial seal this	da da				
	, office	··········	<u>ي</u>	Notary Pu	This	c 🔨 🗀
My Commission Expires:	NANCY	AL SEAL L MICA	" }	,,0191,710	biic	
Sept 12, 1996	NOTARY PUBLIC,	STATE OF ILLING	015 } 96 }			

ILLIANA FINANCIAL INC HICKORY HIRE IL

ILLINOIS BAHRERS ASSOCIATION, Chicago, IL (All Rights Re.

HIGH STAND FINANCIAL INC. PD 80s 1227 Hickory NVB, IL 6065-0227 (198) 508-9000 This Form Approved By The Windows Bestern. A.

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1-4 FAMILY RIDER Assignment of Rents

	THIS 1-4 FAMILY RIDER is made this 18th day of OCTOBER 19	94
and	is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security I	Deed
(the	"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's No COLE TAYLOR BANK (the "Lend	ete (d ler'')
	he same date and covering the Property described in the Security Instrument and located at:	
	7955 S. KOMENSKY, CHICAGO II. 60652	
	[Property Address]	

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender furtler covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in an, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigeta ors, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtaine and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAY. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law Corrower shall not allow any fien inferior to the Security Instrument to be perfected against the Property without Len er's prior written permission.
- **D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against text loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Coven at 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All temaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leaser of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new teases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collecte Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not Lender secured by the Security Instrument pursuant to Uniform Covenant L of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and Rents and profits derived from the Property without any showing as to the madequacy of the Property as security Lender shall be emitted to have a receiver appointed to take possession of and manage the Property and collect the agents or any judicially appointed receiver shall be fiable to account for only those Rents actually received; and (vi) and other charges on the Property, and then to the sums secured by the Security Instrument, (v) Lender, Lender's receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, plicable haw provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs all Rents due and unpaid to Lender's agents upon Lender's written demand to the tenant. (iv) unless apto collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay for the hencefit of Lander only, to be applied to the sums secured by the Security Instrument; (ii) Lander shall be entitled H Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of and will be perform any act that would prevent Lender from exercising its rights under this paragraph.

shall terminate when all the sums secured by the Security Instrument are paid in full cine or waive any detail to invalidate any other right or remedy of Lender. This assignment of Rents of the Property or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not or maintain the Poperty before or after giving notice of default to Borrower. However, Lender, or Lender's agents

has an interest shall be a breach ander the Security Instrument and Lender may invoke any of the remedies permitted L CROSS-DEFAULT PROVISION. Borrower's delault or breach under any note or agreement in which Lender

the Security Instrument.

Property Or Cook Colling (Seal). DENNIS IT WUSIVE BY SIGNING BELOW, Borrower 300 of sand agrees to the terms and provisions contained in this L4 Family Rider.

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