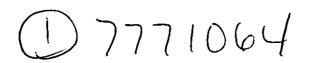
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Cook County Recorder

27.00





The First National Bank Of Chicago

Mortgage - Installment Loan or Line of Credit (Illinois Only)

Loan Number: 1110∠065 54502	Ψ
This Mortgage is made Jr. December 09, 1998 , between the Mortgagor(s) ALEJANDRO ALVAREZ AND TERESA MARTINEZ, HIS WIFE, AS JOINT TENANTS	:
whose address is 5359 W 53RD PLACE CHICAGO, IL 60638 The First National Bank Of Chicago whose address is	and the Mortgagee,
One First National Plaza	•
Chicago, II 60670	
Officago, ii oporo	
 (A) Definitions. (1) The words "borrower," "you" or "yours" mean each Nortgager, whether single or joint (2) The words "we," "us," "our" and "Bank" mean the Montgage and its successors or as (3) The word "Property" means the land described below. Property includes all building now on the land or built in the future. Property also includes anything attached to or with the land or attached or used in the future, as well as procedus, rents, income, realso includes all other rights in real or personal property you may have as owner of the mineral, oil, gas and/or water rights. 	ssigns. s and improvements r used in connection byalties, etc. Property
(B) Amount Owed, Maturity, Security	
If you signed the agreement described in this paragraph, you owe the Bank the maxi \$150,000.00. plus interest thereon, and any disbursements made to you or on you bet payment of taxes, special assessments or insurance on the real property described below disbursements, pursuant to a Home Equity Loan Agreement or Mini Equity Loan Agredated December 09.1998 , which is incorporated herein by reference. You must repay loan, including principal and interest, if not sooner due pursuant to the Agreement, no late 2007.	Jif by the Bank for the wild interest on such reciment ("Agreement") y the full amount of the
Interest on the outstanding principal shall be calculated on a fixed or variable rate a Agreement. As security for all amounts due to us under your Agreement, and all externewals or modifications of your Agreement (all of the foregoing not to exceed twice to sum stated above), you convey, mortgage and warrant to us, subject to liens of record the Property located in the of Aurora, Dupage, County, Illinois as description.	ensions, amendments, the maximum principal I as of the date hereof,
1	:

BOX 333-CTI

ILMTG.IFD (11/97)

UNOFFICIAL COPY

THE WEST 30 FEET OF LOT 1 IN BLOCK 13 IN HETZEL'S ARCHER AVENUE ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index. No	19-09-322-053		
Property Address:			
**	5359 V/ 53RD PLACE	E CHICAGO, IL 60638	 ,

- (C) Borrower's Promises. You promise to:
 - (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (4 Nortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
 - (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
 - (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
 - (4) Keep the Property in good repair and not damage, destroy or substantial / change the Property.
 - (5) Keep the Property insured with an insurance carrier acceptable to us against loss of damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially decignated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgages for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be esponsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

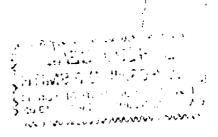
8171209

Mortgage

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- (D) Hazardous Substances. You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) Default. If you do not keep the promises you made in this Mortgage or in any prior existing mortgage or you fall to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies or default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expanses of the sale, including the costs of any environmental investigation or remediation paid for by us, then the passonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) Due on Sale. If you sell or transce all or any part of the Property (or if Mortgagor is a land trust, you accept any assignment of the beneficial interest) without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) Eminent Domain. Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgaue, you assign the entire proceeds of any award or payment and any interest to us.
- (H) Waiver of Homestead. You waive all right of homestead exemption in the Property.
- (I) Other Terms. We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under an aronmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.





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x tegrosox	
Borrower: TERESA A MARTINEZ	· · · · · · · · · · · · · · · · · · ·
Borrower: ALEJANDRO A ALVAREZ	
Or Or	
STATE OF ILLINOIS) COUNTY OF COOK)	74 C
I, KARYELINE SHIM	a notary public in and for the above county and state, certify
ALEJANDRO ALVAREZ AND TERESA MARTINE	Z, HIS WIFE, A' JOINT TENANTS
ersonally known to me to be the same person w ppeared before me this day in person, and ackno s his/her/their free and voluntary act for the use ar	whose name is (or are) subscribed to the foregoing instrument, owledged that he/she/they signed and delivered the instrument and purposes therein set forth.
ubscribed and sworn to before me this 8n	day of Security 1998
	X X L
Drafted by:	Notoni Public
SUE MURPHY	Notary Public, July, 18, 2002 Sounty, Illinois
Mail Suite 2028	My Commission Expires:
Chicago, IL 60670-2028	Mhon recorded making to
	When recorded, return to:
OFFICIAL SEAL KATHERINE G F SMITH	Retail Loan Operations 1 North Dearborn-17th Floor Mail Suite 0203
NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/13/02	Chicago, IL 60670-0203

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