THIS MORTGAGE is made this 986 between Jose Hernandez and Patricia fortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMP, sed in this document the words "you" and "your" refer to the persons signing this company of Chicago and its successors and assigns. Indebtedness Being Secured. You are signing this Mortgage to secure to Largement! (the "Agreement") dated the same date as this Mortgage in the amount	Chicago, III., Address RTGAGE day of October A. Hernandez, his wife PANY OF CHICAGO, 231 South LaSalie Street, Chirago, Illinois 60897, as Mortgage instrument and the word "Lender" refers to Continental Illinois National Bank and ender (i) appayment of amounts outstanding under a certain variable rate Equity int of \$ 10.000. On the continental Illinois National Bank and to \$ 10.000. On the continental Illinois National Bank and the content of \$ 10.000. On the content of
Attention: THIS MORTGAGE is made this State of the persons and Pattricta Attrictage and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMP sed in this document the words "you" and "your" refer to the persons signing this indebtedness Being Secured. You are signing this Mortgage to secure to be greement (the "Agreement") dated the same date as this Mortgage in the amount of the company of Chinit") or so much thereof as may be outstanding from time to time under the lat may be owing under the Agreement providing for monthly payments of interest greement if not paid earlier of lither voluntarily or required to be paid on	day of October A. Hernandez, his wife PANY OF CHICAGO, 231 South LaSalle Street, Chirago, Illinois 60697, as Mortgage Instrument and the word "Lender" refers to Continental Illinois National Bank and ender (i) payment of amounts outstanding under a certain variable rate Equity int of \$ 10,000,000
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Credit Limit") or so much thereol as may be outstanding from time to time under ast may be owing under the Agreement providing for monthly payments of interest greement if not paid earlier either voluntarily or required to be paid on	ha Adresment dius accrued interest (Finance Chernes). Iees, charges and other amo
greement it not paid earner cliner voluntarily of required to be paid on Maturity Date") and all renewals, extensions or modifications of the Agreement, (in eparties signing the Agreement, and (ly) your performance of covenants and agree innual Percentage flate) at which the Finance Charge is computed may change out the day depending upon the daily balance in the Account. The Annual Percentage	
annual Percentage Hate) at which the Financa Charge is computed may change t ach day depending upon the daily balance in the Account. The Annual Percentage	ii) any amounts advanced to protect the security of this Mortgage, (iii) the performan come;)ts contained in the Mortgage. The Agreement sets forth terms under which the
nual Percontage Hate changes. The Prime Hate shall mean the highest (unless a	over the turn of the Agreement. The Amitian Percentage hate may increase or deci e Rate may also vary each month if the Prime Rate or reference rate used to determin Lender's Prime Rate or reference rate is the highest rate quoted in which case the
	Cook
Security. You hereby mortgage and warrant to Lender the following described flor encumbrances, restrictions of record and to the lien of this Mortgage: (Insert	rear estate focated in the County of Bisie of lincols subbisit by
of Victoria's Nothier's reservation and	irst Addition being a subdivision of part part of the East ½ of the Southwest ½ 13 East of the Third Principal Meridian.
in Cook County, Plinois	To base of the lines I linesper Meridian,
Q _A	
The property has an address of	Chicago, Ill. 60648
ated on the Property, (ii) all rights that you have in any alleys or loads hext to or adj ifils, water, water rights and water stock which are in or a part of the Pibperty, (iv) all d proceeds of insurance relating to the Property, (v) all fixturis now existing or	and together with Mortgage as the "Property" is referred to in this Mortgage as the "Property" scribed above. (i) till buildings and other structures and improvements of whatever dictining the real estate, (iii) all rights that you have in any minerals, oil and gas rights all rents, issues, royalties or profits from the Property including condemnation proces in hereafter acquired on the Property, including, but not limited to, replacements.
tale insurance points, (iii) you have the right to morigage Property to Lettier. You agree to delend your Property against the claims of persons that the wir is of the above represents	essors and assigns, that (i) it may hold the Properly free from all claims except for th own the Properly free of any outstanding charges other than shown as "Exception rights in the Property mortgaged to Lender, and that you will indemnify and hold Ler and warranties. You agree not to take or permit any action to subdivide or partition
perty or to change the condition of little. Promises and Agreements, You agree with Lender as follows: 1. Payment of Principal and interest. You shall promptly pay or cause to be pa	J, as and when required by the Agreement, the principal and interest due under
2. Application of Payments. Unless applicable law provides otherwise, all paym der first to payments required from you to Lender under the Mortgage, then to a shad on the Agreement, then to other charges one who had the Agreement are	n, n's meived by Lender under the Agreement and this Mortgage shall be applied into an idvanced by Lender to protect the security of this Mortgage, then to intered the principal payable under the Agreement. Ider any hortgage, deed of trust or other security agreement (collectively "P coverant to hake payments when due. Any act or omission of yours which, with to under any 27 in Encumbrance, or under any ground lease to which this Mortgage Lender all route a you receive of any detaults or events of default under any Ph
Prior Encumbrances: Liens. You shall perform all of your obligations und umbrances") with a lien which has priority over this Mortgage, including your pool police or the passage of time would constitute a default or event of default.	ider any horigage, deed of trust or other security agreement (collectively "P coverant to hake payments when due any act or omission of yours which, with funder any count least to which this Modelage.
ordinate, shall be a default under this Mortgage. You shall promptly deliver to umbrance or ground lease. You shall keep the Property free from mechanics' or other liens not expressly st	
4. Taxes and Assessments; Rents. You shall pay or cause to be paid when due all impositions attributable to the Property which may attain priority over this Mortga cround lease. You shall provide evidence satisfactory to Lender of said payments.	I general and special tares and assessments and water, sewer and other charges, fir age, and leasehold "syments or ground rents, if any, and all other sums due under is promptly after the resper" \ due dates thereof. You shall pay in full, under protes
manner provided by Stalute, any tax or assesament you desire to contest. 5. Hazard Insurance. You shall keep all buildings and improvements now existing in the term "extended coverage," and such other hazards as Lender may require (ng or hereafter situated cin the Property Insured against lose by fire, hazards including but not limited to insurance against flood damage) in amounts sufficients secured hereby, together with the amount of indebtedness secured by any Pr
umbrances. The insurance carriers providing sald insurance shall be selected by you, subje	ect to Lender's approval, which shall not be unreasonably withheld. All policies a
iwals thereof shall be in form acceptable to Lender, shall include a standard mort ler shall provide for thirty (30) days written notice to Lender prior to cancellation or I have the right to hold the policies and renewals thereof, which policies and renew	rigagee clause with loss payable to and in form otherwise acceptable to Lender, a or material change in coverage. Subject to the terms of any Prior Encumbrance, Lend wals (stamped "Paid") shall be delive to tool lander no later than ten (10) banking da
re expiration of any of said policies. You shall give prompt notice of any loss or de e promptly by you. If the Property is abandoned by you, or if you fail to respond to Lender within 30 (emage to the insurance carrier(s) and t > Lender. Lender may make proof of loss if r I days from the date notice is mailed by Lt nt'e; to Borrower that the insurance carr
ir of the Property or to the sums secured by this Mortgage. You hereby direct a seds in the event of any loss or damage.	the insurance proceeds, at Lender's sole o, " on and discretion, either to restoration any insurance companies to pay directly to Ler uer, as its interest may appear, a
5. Use, Preservation and Meintenance of Property; Lesseholds; Condominiums; P mit waste or permit impairment or deterioration of the Property. You shall prompt in may become damaged or destroyed. You shall compty with all requirements of	Planned Unit Developments. You shall keep the Proplint* In good repair and shall rally restore or rebuild any buildings or improveme. The control her proplements and maintenance if lew or municipal ordinances with respect to the use, op raffon, and maintenance ired by law or municipal ordinance, or otherwise without the prior written consent
er. If this Mortgage is on a unit in a condominium or a planned unit development, ye rning the condominium or planned unit development, the by-laws and regulation	you shall perform all of your obligations under the declara?" on of covenants creating ins of the condominium or planned unit development, and constituent documents
Aortgage is on a leasehold, you shall perform or cause to be performed all oblig ? Protection of Lender's Security, if you fail to perform any of the covenants and ag- nenced which materially affects Lender's interest in the Property, than Lender, including reasonable attorneys' fees and take such actions as a perseason to r	gations of lessee under said lease. greements contained in this Mortgage, or if any action or plucifying is threatened at Lender's option, upon notice to you, may make such appel railes, disburse surprotect Lender's interest, including but not limited to making lapairs, full or part
ent of discretoe of Frior Encumprances, Dayment, Setting, Or discretoe of tax	k itans, payment of ground rents (if any), and procurement of insurance. Lendar, nce with any bill, statement, or estimate procured from the appropriate public offic
my amounts disbursed by Lender pursuant to this Paragraph 7, with interest ti technose secured by this Mortgage. Unless you and Lender agree to other terms of	thereon at the rate then applicable under the Agreement, shall become addition I payment, such amounts shall be payable upon notice from Lender to you requesting the control of the cont
Lender required private mortgage insurance as a condition of making the loan	rran'y expense or take any action héreunder, and inaction by Lender shall never t his Paragraph 7. n secured by this Mortgage, you shall pay the premiums required to maintain aud in accordance with your and Lender's written agreement or applicable law.
nspections. Condemnation, Subject to the terms of any Prior Encumbrance, the proceeds of	in accordance with your and Lender's written agreement or applicable law. d inspections of the Property, provided that Lender shall give you notice prior to ar of any award or claim for damages, direct or consequential, in connection with an
mnation or other taking of the Property, or part thereof, or for conveyance in I rized to collect the proceeds and, at Lender's sole option and discretion, to apply a loridage.	lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender said proceeds either to restoration or repair of the Property or to the sums secured by
 Continuation of our Obligation; Forbearance by Lender Not a Walver; Remedie masecured by this Mortgage granted by Lender to you or any of your successors in juried to commence proceedings against such successor or refuse to extend time: 	les Cumulative. Extension of the time for payment or modification of amortization o interest shall not operate to release, in any manner, your liability. Lender shall for payment or otherwise modify amortization of the sums secured by this Morigag
ison of any demand made by you or your successors in interest. Any forbearance isble law, shall not be a waiver of or preclude the exercise of any such right or re rized by Paragraph 7 hereof, including but not limited to the procurement of theur	ce by Lender in exercising any right or remedy hereunder, or otherwise afforded b remedy. Any acts performed by Lender to protect the security of this Mortgage, a rrance, the payment of taxes or other liens, rents or charges, or the making of repair
not be a waiver of Lender's right to accelerate the maturity of the indebtedness t	secured by this Mortgage. All remedies provided in this Mortgage are distinct an julty, and may be exercised concurrently, Independently or successively. set to the provisions of Paragraph 16 hereof, the covenants and agreements herein
ined shall bind, and the rights hereunder shall inure to, the respective successors a Iveral. Each of you who co-signs this Mortgage, but does not execute the Agreeme	and assigns of Lender and you. All covenants and agreements of yours shall be join ent: (a) is co-signing this Mortgage only to mortgage and warrant that your interest ghts, (b) is not personally liable on the Agreement or under this Mortgage; and (c
s that Lender and any other Mortgagor hereunder may agree to extend, modily, for Agreement without your consent and without releasing that Mortgagor or modil	ribear, or make any other accommodations with regard to the ferms of this Mortgage lifying this Mortgage as to that Mortgagor's interest in the Property.
	other manner, any notices required or given under this Mortgage shall be served by on you at the Property Address and upon Lender at Lender's address stated herein aand-delivered, or 3 days after the date of mailing shown on the certified receipt, i as provided herein.
. Governing Law, Severability. The state and local laws applicable to this Morigage on the shall not limit the applicability of Federal law to this Morigage. In the event that the control that	as provided herein. as provid

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UNOFFICIAL COPY

14. Your Copy, You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereol.

14. Your Copy, You shall be furnished a conformed copy of the Agreement and on the standard and the standard and

IN WITNESS WHEREOF, Mortgagor has executed this Mort Jage. STATE OF ILLINOIS COUNTY OF Cook Margaret Whitehead Notary Public in and for said county and state, do hereby certify Jose Hernandez and Patricia Hernances, his wife personally known to me to be the same person(s) whose name(s) = are foregoing instrument, appeared before me this day in person, and acknowledged that Given under my hand and official seal, this My Commission expires: My Commission Expires March 15, 1987 STATE OF ILLINOIS COUNTY OF and for said county and state, do hereby certify personally known to me to be the same person(s) whose name(s) nemultani bise ent berevileb bas bengia foregoing instrument, appeared before me this day in person, and acknowledged that tree and voluntary act, for " a see and purposes therein set forth Given under my hand and official seal, this My Commission expires: Notary Public

6-00-907 N5/86

T#3333- TRAN 2159 11/13/84 COUNTY RECORDER