

**MORTGAGE**

89618092

Tose A. Silvestre and Celia P. Silvestre, his wife

Illinois

County of Cook, and State of

Chicago

The MORTGAGE(S) of the City of Chicago, County of Cook, and State of Illinois, a coporation of the United States with its principal place of business at 7600 West 63rd Street, Summit, IL 60501,

the Mortgagee, the following described real estate:

THE SOUTH 8.95 FEET OF LOT 21 AND LOT 22 (EXCEPT THE SOUTH 7.95 FEET THEREOF) IN BLOCK 1 IN WILLIAM HAHNE'S SUBDIVISION OF THE NORTH 1/2 OF LOT 13 (EXCEPT THE SOUTH 33 FEET THEREOF) IN SMOX ESTIMATES SUBDIVISION BY SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL, MERIDIAN, P.1.N. 14-30-121-040

ILLINOIS

in the State of

COOK

situated in the County of

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagee in and to said real estate.

The Mortgagee hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated

December 15, 1989, between Mortgagee(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby shall not exceed \$ Twenty-Eight Thousand and 00/100 (\$28,000.00) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

**MORTGAGORS COVENANT AND WARRANT:**

89618092

1. To pay the indebtedness as hereinbefore provided.

2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply 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 casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.

3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, 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 Mortgagee, 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. Mortgagee shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagee grant Mortgagee 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 Mortgagee for the repair of said buildings or for the erection of new buildings in their place.

4. 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.

5. Mortgagee 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 Mortgagee and all persons claiming through the Mortgagee.

6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.

7. Not to assign the whole or any part of the rent, income or profits arising from the premises without the written consent of the Mortgagee.

**UNOFFICIAL COPY**

3-5-91

ILLIANA FINANCIAL  
A FEDERAL RESERVE  
MEMBER BANK

Illiano Savings

My Commission Expires:

Notary Public

*James F. Skowron*

I, JANICE K. GORSKI, a Notary Public in and for the County and State aforesaid do hereby certify that JANICE K. GORSKI and ILLIANA FINANCIAL personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead. Given under my hand and Notarial seal this 21st day of December, 1989.

STATE OF Illinois COUNTY OF Cook  
JANICE K. GORSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/5/91  
"OFFICIAL SEAL"  
JANICE K. GORSKI  
"OFFICIAL SEAL"  
JANICE K. GORSKI  
"OFFICIAL SEAL"  
JANICE K. GORSKI  
"OFFICIAL SEAL"

IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 21st day of December, 1989.

- The party or parties named above as Mortgagor and their respective heirs, 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.
- The rights and remedies of the Mortgagee are cumulative; it may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or 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.
- To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage, but without limitation thereof, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
- In any suit to foreclose the lien of this mortgage 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 the right to foreclose the lien of 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 bond being 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 period, as well as during any further times, when the Mortgagee, 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 protection, 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 liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- 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 bond being 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 period, as well as during any further times, when the Mortgagee, 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 protection, 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 liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.

- 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 Mortgagee fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagee have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagee 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 hereunder, which default is not corrected by Mortgagee within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagee for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagee to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagee's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- In the event of default in the performance of any of the Mortgagee's covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at 12 % per annum shall immediately be due from Mortgagee to Mortgagee and included as part of the indebtedness secured by this mortgage.

5:15:18192

UNOFFICIAL COPY

8 9 6 1 8 0 9 2

89618092

Property of Cook County Clerk's Office

89618092

DEPT-01 RECORDING 114.00  
142222 FROM 9251 10/08/89 09:00:00  
48016 : @ - 34 - 2 13102  
COOK COUNTY #11008K