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Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, water heaters, (all of which are intended

Commonly known as 188 N. Dolaplino Riverside, IL 60546

Commonly known as 188 N. Dolaplino Riverside, IL 60546

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COOK COUNTY CLERK'S OFFICE

ALL of Lot 8 (Except that part of the Northwesterly of a straight line drawn from a Point 90 Feet Westerly of the South East Corner of said Lot Line measured along Southerly Lot Line to a Point 52 Feet Southwesterly of the Northeastly Corner of said Lot 8) in the Resubdivision of Lots 1135, 1136, 1137, and 1138 in Book 26 in Third Division of Riverside in Sections 25 and 36, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other sums with interest thereon advanced in a certain hereunto to protect the security of this Mortgage, and the performance of the covenants and agreements of this Mortgage and in the Agreement, the Mortgagee does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of ILLINOIS, to wit:

All payments received by Mortgagee under the Agreement shall be applied first to billed and unpaid credit life insurance premiums, the anti-fraud and other fees and charges, if any, billed under the Agreement, next to any amounts advanced by the Bank under the Mortgage or other Security Agreement, next to Loans in excess of the Maximum Credit, if any, next to billed and unpaid interest, next to the principal of outstanding Loans, next to any accrued and unbilled credit life insurance premiums and then to accrued and unbilled interest.

Whereas the Mortgagee is indebted to the Mortgagee in the principal sum of Dollars (\$50,000.00), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, which ever is less. This indebtedness is evidenced by the Agreement executed by Mortgagee which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. In no event during the term of this Agreement will the interest rate exceed 18 percent (18%). The Mortgagee will provide the Mortgagee with a final payment notice at least 60 days before the final payment is due. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

This Mortgage dated as of January 24, 1999 is entered into between Fred J. Eubeler and Barbara P. Eubeler, husband and wife whose address is 188 N. Dolaplino Riverside, IL 60546 (the "Mortgagee") and First American Bank of Riverside, an Illinois banking corporation (the "Mortgagee").

\$16.00

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MORTGAGE

Mailed to Box 424

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A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish Mortgage, upon request, duplicate receipts thereto, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clauses making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner or the certificate of sale, owner or any deficiency, any receiver, or assignee, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the redemption of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanics' or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, plan, bylaws, regulations, and constitutional documents governing the Property if the Mortgage is on a condominium or a plan unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish or impair the value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit the Property for any purpose other than that for which it is now used, (b) any being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alteration, addition, demolition, removal or sale of any improvements, apparatus, furnishings, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvements on the Property, including, but not limited to, any instrument or transfer of any right, title or interest in and to the Property or any portion thereof; (d) any sale, assignment or transfer of any right, title or interest in or to the Property or any portion thereof; (e) any building, but not limited to, any improvements or improvements now or at any time in process of erection upon the Property; (12) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this Mortgage; and (13) To perform all obligations under any prior mortgage or other encumbrance which in favor of this Mortgage and affecting the Property.

THE MORTGAGOR COVENANTS:

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Law of the State of Illinois, which said rights and benefits said Mortgagee does hereby release and waive.

proceeds of the Agreement hereby secured. the "Property". The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and others paid off by the foregoing, together with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, to be and are hereby declared to be a part of said real estate whether physically attached thereto or not; and also

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F. That time is of the essence hereof, and if default be made in performance of any covenant contained herein or in the Agreement, or in making any payment under the Agreement or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if the property be placed under control or in custody of any court, or if the Mortgagee abandons any of the Property or in the event of the transfer of, or agreement to transfer, any right, title or interest in the Property or any portion thereof, or otherwise permitted hereunder, or if the Mortgagee fails to complete within a reasonable time, any building or building repair or at any time in process of erection upon the Property, or upon the filing of a will to condemn all or a part of the Property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at his option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all or a part of the Mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure proceeding a sale may be made of the Property on terms without offering the several parts separately. That in the event that the ownership of the Property, or any part thereof, becomes vested in a person other than the Mortgagee and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgage to show the change of ownership.

G. That if all or any part of the Property, or any interest therein, or if the Mortgagee is a land trust, if all or any part of the beneficial interest in such trust is sold, transferred or assigned by the beneficiary without the prior consent of the Mortgagee, including (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for a transferee, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee, may, at Mortgagee's option, declare without notice all of the sums secured by this Mortgage to be immediately due and payable.

H. Subject to the terms of this paragraph E, in the event the ownership of the Property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successors in interest with reference to the Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagee, and may foreclose to sue or may extend time for payment of the indebtedness hereby secured hereby, without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the indebtedness hereby secured.

I. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything no covenant hereof that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagee will repay upon demand any monies paid or disbursed by Mortgagee for any of the above purposes and such monies together with interest thereon at the rate payable from time to time on outstanding principal under the Agreement shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any judgment foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the Property if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance anything it may so or omit to do hereunder.

J. That in the event of any increase in the unpaid balance of the indebtedness evidenced by the Agreement hereby secured by the amount of such loan and shall be a part of said indebtedness under all the terms of the Agreement. In no event, however, shall such additional loans exceed an amount equal to four times the principal amount stated in the Agreement.

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1. That all easements, rents, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of the Property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention thereof (a) to pledge said rents, issues and profits on a parity with the Property and not secondarily and such pledge shall not be deemed mortgaged in any foreclosure judgment, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the walls thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate the Property, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair the Property, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure said advances as it is hereby created on the Property and on the income

H. That in case the Property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any of the Property, in or for damages to any of the property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any of the Property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assigns.

G. That upon the commencement of any foreclosure proceeding hereunder, the court in which the suit is filed may, at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the equity of redemption, appoint a receiver or place the Mortgagee in possession of the Property with power to manage and rent and to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expense of such receivership, or on any deficiency judgment whether there be a judgment in personam therefor or not, and if the Mortgagee is placed in possession or if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of the Property shall be nullified by the appointment or entry in possession of the Mortgagee or a receiver but he may elect to terminate any lease junior to the lien hereof, and upon the foreclosure of the Property, there shall be allowed and included as an additional indebtedness in the judgment of sale all expenditures and expenses together with interest thereon at the rate of 12% per annum or at the rate under the agreement, whichever is higher, which may be paid or incurred by or on behalf of the Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, surveyor's fees, surveys, outlines for exhibits attached to pleadings, documentary and expert evidence, attorney's fees, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the judgment, including attorneys' fees) procuring all abstracts of title, the abstracts, title examination and reports, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidder at any sale held pursuant to such judgment the true value or value of the Property; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceeding to which either party hereto shall be a party by reason of this Mortgage or the Agreement hereby executed; (b) proceedings for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) proceedings for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the Property there shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof, the interest due thereon up to the time of such sale, and the surplus, if any shall be paid to the Mortgagee, and the purchaser shall not be obliged to pay to the application of the purchase money.

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therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorneys fees incurred in the exercise of the powers herein given, and from time to time apply, in its sole discretion, any balance of income not needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any judgment of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a judgment in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgage, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgage's agreements herein, the Mortgage, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgage any surplus income received. The possession of Mortgage may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgage shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgage shall have all powers, if any, which it might have had without this paragraph. Any suit against Mortgage based upon acts or omissions relating to the subject matter of this paragraph shall not be sustainable unless commenced within sixty days after Mortgage's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgage, whether herein or by law conferred, and may be enforced concurrently therewith, that no word or phrase in the Mortgage or performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made, reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagee provided for in this Mortgage shall be given by mailing such notice by registered mail, addressed to Mortgagee at the Property Address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee, address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or Mortgagee when given in the manner designated herein.

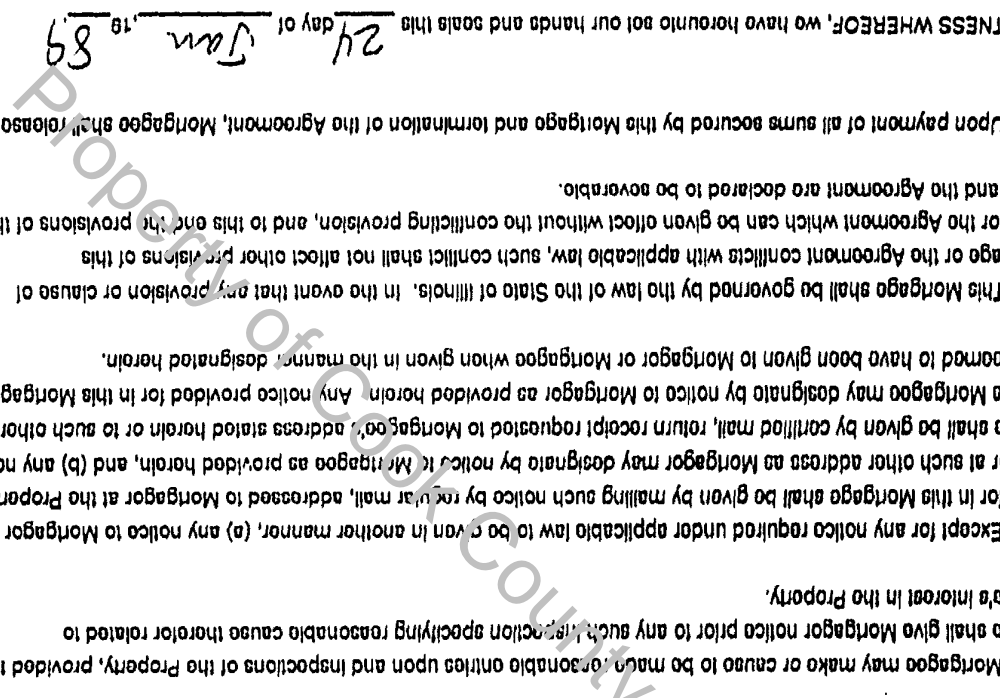
M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24 day of Jan, 1989

 (SEAL) *[Signature]*

 (SEAL) *[Signature]*



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Property of Cook County

FIRST AMERICAN BANK OF IVERBSE
15 WILVERSIDE ROAD
IVERBSE, ILLINOIS 60445

THIS INSTRUMENT PREPARED BY:

Notary Public

My commission expires 10/30/90

"OFFICIAL SEAL"
LORRE R. BUECKEL
Notary Public, State of Illinois
My Commission Expires 10/30/90

Lorrie R. Bueckel

GIVEN under my hand and Notarial Seal this 26 day of February, 1989

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Fred J. Eubeler and Barbara P. Eubeler personally known to me to be the same person or persons whose names is or are subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Mortgage as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

STATE OF ILLINOIS
COUNTY OF COOK) SS.

his wife

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