

UNOFFICIAL COPY

WHEN RECORDED MAIL TO:

Mellon Financial Services Corporation
(Branch Address)
P.O. Box 638
Tinley Park, IL 60477

89164769

Space Above This Line for Recorder's Use

Revolving Credit Loan Mortgage (Ill. Rev. Stat. Chap. 17 Para. 67405)

Mortgagor, **Robert E. Miller and Kathleen Miller, His Wife**
grants, bargains, sells, mortgages and warrants to Mellon Financial Services Corporation to secure the payment of amounts due under a Revolving Loan Agreement of this date which provides for advances to Mortgagor during a period not exceeding twenty years from the date of the Agreement, up to a credit limit of \$33,000.00 repayable in monthly payments with an adjustable monthly rate of interest equal to 1/12th of the Prime Rate as announced by the First National Bank of Chicago from time to time or a similar index should the First National Bank of Chicago stop announcing a Prime Rate, plus .33, but not less than 0/a, the following described real estate located in the Village of Alsip, County of COOK, State of Illinois:

(Permanent Parcel No. 24-22-328-016)

Legal Description:

Lot 229 in Home Craft Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 22 and that Part Lying East of the Calumet Feeder of the West 1/2 of said Southwest 1/4 of Section 22, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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#1065 # A *-B9-164769

which has the address of 11631 Joalyce Drive, Alsip Illinois 60658 hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, together with all the improvements now or hereafter created on such property and rents and profits therefrom and all rights therein.

FUTURE ADVANCES. This mortgage secures not only existing indebtedness but also future advances, whether such advances are obligatory or made at the option of the Mortgagee, which shall have the priority of the original advance.

PRIOR MORTGAGES AND LIENS. Mortgagor agrees to perform all obligations under any prior mortgage or lien.

HAZARD INSURANCE. Mortgagor shall keep all improvements at any time existing on the property during the term of this mortgage insured against loss by fire and hazards included within the term "extended coverage" and such other hazards as Mortgagee may require with an insurance company acceptable to Mortgagee and which shall include a standard mortgagee loss payable clause in favor of Mortgagee.

TAXES. Mortgagor shall pay before any penalty attaches all taxes and assessments against the described property.

PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagor will keep the described property in good condition and will not commit waste or permit such property to deteriorate. If this mortgage is on a unit in a condominium or planned unit development, Mortgagor will perform all obligations under the declaration or covenants creating or governing the condominium or planned unit development.

NONPERFORMANCE BY MORTGAGOR. If Mortgagor fails to perform any of the promises in this mortgage, then Mortgagee may do so. Mortgagee may add the amounts so advanced to the amount secured by this mortgage. If Mortgagor is in default under this mortgage or any prior mortgage or lien, Mortgagor may declare the Revolving Loan Agreement and this mortgage to be in default.

INSPECTION. Mortgagee may inspect the described property at any reasonable time after notice given to Mortgagor.

CONDEMNATION. Mortgagor assigns to Mortgagee the proceeds of any award or claim for damages in connection with any condemnation or other eminent domain proceeding concerning all or any part of the described property. Such proceeds will be applied to the debt secured by this mortgage and if the taking substantially impairs the value of the described property, Mortgagee may declare the Revolving Loan Agreement and this mortgage to be in default.

NONWAIVER. Failure to exercise any right or remedy by Mortgagee shall not be a waiver of any right to exercise any right or remedy in the future. All rights and remedies under the mortgage and the Revolving Loan Agreement may be exercised separately or together and Mortgagee's choice of a right or remedy does not waive other rights or remedies.

BINDING EFFECT ON SUCCESSORS AND ASSIGNS. All successors and assigns of Mortgagor are bound by this Agreement for the benefit of Mortgagee, its successors and assigns.

SALE OF THE DESCRIBED PROPERTY PROHIBITED. If Mortgagor sells or transfers all or any part of the described property to a person who is not obligated on the Revolving Loan Agreement or if Mortgagor is a land trust and there is a transfer or assignment of the beneficial interest in the land trust to a person not obligated under the Revolving Loan Agreement, without Mortgagee's prior written consent, Mortgagee may declare the Revolving Loan Agreement and this mortgage in default.

RELEASE. On payment of all amounts secured by this mortgage or reduction of the Credit Limit to \$5,000.00 or less, Mortgagee shall release this mortgage without cost to Mortgagor.

REMEDIES ON DEFAULT. If Mortgagor is in default under the provisions of the Revolving Loan Agreement or this mortgage, Mortgagee may demand all amounts due to be paid immediately and if such amounts are not received by Mortgagee, Mortgagee may foreclose on this mortgage and Mortgagor agrees to pay or the amount shall be included in the judgment or decree, all expenditures and expenses in connection with such foreclosure, maintenance and protection of the described property and maintenance of the lien of this mortgage, including attorney fees and interest on all such costs and expenses at the default interest rate.

NOTICES. Unless otherwise required by law, notices shall be furnished by certified or registered mail to the addresses shown below or as otherwise designated by Mortgagor or Mortgagee from time to time and shall be effective when in the U.S. Mail.

SIGNED this 10th day of April, 19 89.

Name Robert E. Miller
11631 Joalyce Drive
Street Address
Alsip, IL 60658
City, State and Zip

Name Kathleen Miller
11631 Joalyce Drive
Street Address
Alsip, IL 60658
City, State and Zip

MORTGAGOR

MORTGAGOR

STATE OF ILLINOIS }
COUNTY OF Cook } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert E. Miller and Kathleen Miller, H & W personally known to me to be the same person(s) whose name(s) is/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 official seal, this 10th day of April, 19 89

Mellon Financial Services Corporation
(Address)
8841 W. 159th Street
Orland Hills, IL 60477

Notary Public Thomas E. Stark
"OFFICIAL SEAL"
Thomas E. Stark
Notary Public, State of Illinois
My Commission Expires 1/7/91

MORTGAGEE

Commission expires:

This Instrument Prepared by: Susann M. Thyberg, 8841 W. 159th Street, Orland Hills, IL 60477

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10/15/89

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Property of Cook County Clerk's Office

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NOTARY PUBLIC STATE OF ILLINOIS
Thomas E. G...
OFFICIAL SEAL