UNOFFICIAL COPY (P. 190291446 6

[] STANDARD BANK AND TRUST CO. [X] STANDARD BANK AND TRUST CO. 2400 West 95th Street Evergreen Park IL 60642

of Hickory Hills 7800 West 95th Street Hickory Hills IL 60457

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90291446

THE STATE OF THE PARTY OF THE STATE OF HOME EQUITY LINE OF CREDIT # 190 1 10 271446 REVOLVING CREDIT MORTGAGE - - - CTURES ME CONTROL

OF JIKM

Anthony McAndrew and Annie K. McAndrew, Act with THIS MORTGAGE is dated as of _ ____ not personally, but as Trustee , 19 _, and known as ("Mortgagor") and [__] STANDARD BANK under a Trust Agreement dated ____ Trust No. AND TRUST CO. [STANDARD BANK AND TRUST CO. of Hickory Hills, whose business and mailing iddress is indicated above ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revoluting Credit Note, the terms and provisions of which are incorporated herein by reference, dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$\frac{41,000.00}{41,000.00}\$ (the "Line of Credit"). Interest on the Note shall be due and payable monthly beginning \frac{\text{July 5}}{\text{July 5}}, \frac{\text{12}}{\text{90}}, \text{and continuing on the same day of each month thereafter, and the entire unpaid balance of principal amount of \$\text{31,000.00}{\text{300}}\$ (the "Line of the "Line of Credit"). cipal and interest shall be due and revable five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Nota.

The Interest Rate payable on the principal sum will vary based on the Variable Rate Index. The Interest Rate will be $\{X\}$ one-half percent (0.5%) [_] one percent (1.0%) in excess of the Variable Rate Index. The initial interest rate is 10.5%. The interest Rate shall not exceed 17.9% Annual Percentage Rate. (Mortgago: has separately initialed this paragraph in recognition of its significance and the fact that it has been fully completed. [Limit. ANA]

Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at a 3, per annum interest rate equal to 4.0% per annum in excess of the excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

To secure payment of the indebtedness evidenced by the Note and 💥 the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, the real estate situated, lying

HEMOR REV 11/89

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and being in the County of Cook , and state of Illinois, legally described as set forth on Exhibit "A" attached hereto and incorporated by reference thereto which is

COMMONLY KNOWN AS:

11113 Deer Path Lane, Palos Hills, II. 23-22-202-003

PIN:

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, qas, oil, minerals, easements located in, on, over or under the Fremises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, windows, shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby bledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and banefits due, payable or accruing, and all deposits of money as advanced rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortcagee by acceptance of this Mortgage agrees, as a personal covenaric applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or a cause of default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations In the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- Mortgagor shall par, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water trans or charges, drainage taxes or charges, sever service taxes or charges, and other taxes, assessments or charges against to Francisco. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and thanges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax assessment or charge which Nortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
- Upon the request of Morgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgages, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgager shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tomant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- Any award of damages resulting from condemation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferrel, assigned and shall be paid to Nortgagen; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtodness secured hereby and Mortgages is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- Ho remed; or right of Mortgages hereunder shall be exclusive. Each right or remedy of Mortgages with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall rifect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed experient by Hortgages.
- Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now it hereafter situated on the Prenises insured against loss or damage by flood, if the Prenises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event no less than the principal amount of the Note. Nortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to move and the satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. Wortgager shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgager shall deliver to Mortgager renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

 HEMOR REV 11 89 with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies

- Of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make any payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys and paralegable fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Mote. Inaction of Mortgagee shall no er be considered as a valuer of my right according to Mortgagee on account of any Default hereunder on the part of Mortgagor.
- 8. If Mortgages makes any payment authorized by this Mortgage relating to takes, assessments, charges, liens, security interest or encumbrances, Mortgages may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or calidity of such bill, statement or estimate or into the validity of the tich encumbrances, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- Que and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disjosition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Mote and includes the failure of the Mortgagor to completely cure any cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause of Default within seven in days after the mortgagee mails written notice to the Mortgagor, that a cause of Default has occurred and is existing. Default under the Mote shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause of Default" in the Mote, including but not limited to the failure of Mortgagor to pay the Mote or Liabilities in accordance with their terms of failure of Mortgagor to compl, with or to perform in accordance with any representation, warranty, term, providion, condition, covenant or agreement contained in this Mortgage, the Mote or any instrument, agreement or writing securing any Liabilities.
- 10. Hotwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which nolds title to the Premises, shall be made without the prior written consent of Mortgagee.
- the Note to Nortgagee for payment of any and all liabilities, obligations and indebtedness of Mirtgajor or any other baker of the Note to Nortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or bereafter arising or owing, due and payable, howsoever created, arising or evidenced because or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or crising, together with attorneys and paralegals' fees relating to the Hortgagee's rights, remedies and security interests hereunder, including advising the Nortgagee or drafting any documents for the Hortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereof, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Nortgage, plus interest as provided herein.
- 12. The "Variable Rate Index" for each monthly billing cycle will be the rate of interest, or the highest rate if more than one published, as published in the most recent edition of the Wall Street Journal-Mone; Rates Section preceding the start of the billing cycle. The Carrable Rate Index can be obtained from the Wall Street Journal or by calling the Bank.

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- 13. When the indebtedress secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stemographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurance with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidges at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures of expenses incurred or paid by Nortgages or on behalf of Nortgages in connection with (a) any proceeding, including without Initation, probate and bankruptcy proceedings, to which Mcrtgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; of (b) any preparation for the connencement of any suit for the foreclosure of this Nortgage after accrual of the right of foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Mote or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expense; incident to the foreclosure proceedings, including all the items that are mentioned in the immediately proceeding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidence by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 15. Upon, or at any time after the filing of a complaint to coreclosure this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver suppointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgager at the time of application for the receiver and without regard to the then value of the Premises or whether or not the Premises shall be then occupied as a homestead. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issue and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issue and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured bereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrances which may be by become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.
- 16. No action for the enforcement of the lien or any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.
- 17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for this purpose.
- 18. Mortgagee agrees to release the lien of this Mortgage and, if required by law, pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgager renders payment in full of all liabilities secured by this Mortgage.

- This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Nortgage. Each Nortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Nortgagee" includes the successors and assigns of Nortgagee.
- In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, nor personally, but as trustee in the exercise of the power and authority conferred upon and mested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereot. and through enforcement of the provisions of the Mote and any other collateral or quarant; from time to time securing page ment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Morroage or the making, issue or transfer thereof, all such personal liability of the trustee, it any, being expressly waived in any manner, but this wavier shall in no way effect the personal liability of any co-maker, co-signer, endorser, quarantor, accomplation party or quarantor of this Nortgage or the Note secured hereby.
- 21. This Mortgage has been made, executed and delivered to Mortgagee in Cook County, Illinois and shall be construed in accordance with the iams of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are and seal ___ of Moregon to.

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 with Me Andrew prohibited by or determined to be interest under applicable law, such provisions shall be interfective to the extent or such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand ____ and seal ____ of Moregon the day and year set forth above.

As Trustee Under A Trust Agreement Dated ______, 19 __ and known as Trust No. _ AND NOT PERSONALLY

BY:

Its:

UNOFFICIAL COPY 9 0 2 9 1 4 4 6

STATE OF ILLINOIS
COUNTY OF COLL SS.
that ANDERS GOOD , a Notary Public in and for said county and state, do hereby certify that ANDERN personally known to be to be the same person(s) whose name(s) ANDERN subscribed to the foregoing instrument, appeared before be this day in person, and acknowledge that rhey signed and delivered the said instrument as free and voluntary act, for the uses an purposes herein set forth.
Civen under my band and official seal, this Aday of Arthough the Company of March Public Rotary Public
My conmission expires: 6-29-92
STATE OF ILLINOIS SS.
COUNTY OF
I,
do hereby certify that
said corporation, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such
respectively, appeared before se this day in person and acknowledged that they signed and delivered the said instrument a their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses an purposes therein set forth; and the said did also then and there acknowledged
that as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instruments as own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.
Given under ay hand and nothrial seal, this day of
Notary Public
My Commission Expires:
Hy Commission Expires:

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Fig.

19 in Meadow Green Subdivision, being a sub.
Section 22, Township 37 North, Range 12, East o.
Crock County, Illinois.

1.I.N. 923-22-20%-903

Property Address? (113 Decepath Lane, Palos Hills, II.