

UNOFFICIAL COPY

COLE TAYLOR BANK 90319311

MORTGAGE

The MORTGAGOR(S): George E. Cross and Carol A. Cross, his wife as joint tenants  
of the City of Lemont, County of Cook, and State of Illinois  
MORTGAGE(S) and WARRANT(S) to Cole Taylor Bank, a(n) Corporation with its principal place of  
business in Burbank, Illinois, the Mortgagee, the following described real estate:

The East 246.01 feet of the West 691.01 feet (as measured along the North line thereof) of that part of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 37 North, Range 11, East of the Third Principal Meridian, lying North of the center line of Archer Road (except that part thereof lying South of a line 385.58 feet South of and parallel with the North line of the said Southeast 1/4 of the Northwest 1/4 of Section 33, aforesaid and West of a line 33 feet West of and parallel with the East line of the West 691.01 feet thereof) in Cook County, Illinois.

Permanent Tax Number: 22-33-103-014  
Address of Property: 12928 Archer Avenue, Lemont, Illinois

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated May 19, 1990, between Mortgagor(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 \$ eighty seven thousand two hundred fifty and 00/100 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:

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. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors 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 Mortgagors 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. Mortgagors 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 Mortgagors and all persons claiming through the Mortgagors.
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 rents, income or profits arising from the premises without the written consent of the Mortgagee.

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- 8. In the event of default in the performance of any of the Mortgages' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at \_\_\_\_\_ % per annum shall immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.
- 9. 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 Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors 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 Mortgagors 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 Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.

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10. 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 hereby 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 delinquency, during the full statutory redemption, if any, as well as during any further times, when the Mortgagors, 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 hereto, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any delinquency decreed.

- 11. 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 but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
- 13. The rights and remedies of the Mortgagee are cumulative; they may be exercised as often and whenever the occasion therefor 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.
- 14. 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.

IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 19th day of May, 1990

George E. Gross (SEAL)  
George E. Gross (SEAL)

Carol A. Gross (SEAL)  
Carol A. Gross (SEAL)  
#6251 # 4-90-319311 (SEAL)  
COOK COUNTY RECORDER

STATE OF Illinois )  
COUNTY OF Cook ) SS.

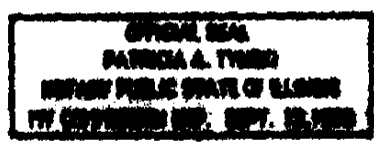
I, Patricia Tymak, a Notary Public in and for the County and State aforesaid do hereby certify that George E. Gross and Carol A. Gross personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they 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 19th day of May, 1990

My Commission Expires: Sept 12, 1993

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Patricia A. Tymak  
Notary Public



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7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.
8. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
9. 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.
10. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or hereon or levied against the premises or any part thereof.
11. 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 shall deliver to Mortgagee 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.
12. 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.
13. To pay the indebtedness as hereinafter provided.

## MORTGAGORS COVENANT AND WARRANT

1. To pay the indebtedness as hereinafter 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 shall deliver to Mortgagee 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 hereon 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 rents, income or profits arising from the premises without the written consent of the Mortgagee.

8. To pay the indebtedness as hereinafter provided.

9. 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.

10. 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 shall deliver to Mortgagee 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.

11. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or hereon or levied against the premises or any part thereof.

12. 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.

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

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

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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.

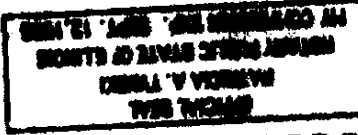
The Mortgagee hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated May 19, 1990, between Mortgagee(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgagee's office is 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 \$ eighty seven thousand two hundred fifty and 00/100 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.

Range 11, East of the Third Principal Meridian, lying south of a line 385.58 feet South of that part of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 37 North, of the East 246.01 feet of the West 691.01 feet (as measured along the North line thereof) and parallel with the North line of the said Southeast 1/4 of the Northwest 1/4 of Section 33, abutted and west of a line 33 feet West of and parallel with the East line of the East line of the West 691.01 feet thereof) in Cook County, Illinois

located in the County of Cook in the State of Illinois

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My Commission Expires: May 12, 1993

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Patricia A. Timok  
Notary Public

Given under my hand and Notarial seal this 19th day of May, 1990.  
I, Patricia Timok, a Notary Public in and for the County and State aforesaid do hereby certify that George E. Gross and Carol A. Gross 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.

STATE OF ILLINOIS  
COUNTY OF COOK  
)  
) SS

George E. Gross (SEAL)  
Carol A. Gross (SEAL)  
#42551 \* 90-319311 (SEAL)  
COOK COUNTY RECORDER

IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 19th day of May, 1990.

11. 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 but without limitation thereto, attorneys' fees, surveys, title searches and similar data.
  12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
  13. The rights and remedies of the mortgagee are cumulative; they 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 however often shall not be deemed a waiver thereof; and shall inure to the benefit of the mortgagee and assigns.
  14. The party or parties named above as mortgagor and their representatives, 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, successors, and assigns.
- 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 institution (including mortgagee herein) named by mortgagee, a receiver of the premises, and such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby 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 time, when the mortgagors, 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 here, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any part thereof.
8. In the event of default in the payment of any of the covenants, conditions or agreements herein, the mortgagee immediately be due from mortgagors as provided herein and the full amount of the indebtedness secured by this mortgage.
  9. The whole of the principal and interest then due in the opinion of the mortgagee upon the happening of any one of the foregoing events shall be due and payable by mortgagors to the mortgagee or to the holder of the mortgage at any one of the following places: (a) at the office of the mortgagee, (b) at the office of the mortgagee's attorney, (c) at the office of the mortgagee's receiver, (d) at the office of the mortgagee's assignee, (e) at the office of the mortgagee's successor, (f) at the office of the mortgagee's personal representative, (g) at the office of the mortgagee's heirs, (h) at the office of the mortgagee's assigns, (i) at the office of the mortgagee's personal representative, (j) at the office of the mortgagee's heirs, (k) at the office of the mortgagee's assigns, (l) at the office of the mortgagee's personal representative, (m) at the office of the mortgagee's heirs, (n) at the office of the mortgagee's assigns, (o) at the office of the mortgagee's personal representative, (p) at the office of the mortgagee's heirs, (q) at the office of the mortgagee's assigns, (r) at the office of the mortgagee's personal representative, (s) at the office of the mortgagee's heirs, (t) at the office of the mortgagee's assigns, (u) at the office of the mortgagee's personal representative, (v) at the office of the mortgagee's heirs, (w) at the office of the mortgagee's assigns, (x) at the office of the mortgagee's personal representative, (y) at the office of the mortgagee's heirs, (z) at the office of the mortgagee's assigns.

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