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90395800

REVOLVING CREDIT MORTGAGE

H-600-417L

THIS MORTGAGE made this 16th day of July, 1990, between Donald P. and Geraldine M. Burke ^{MRS WIFE} (hereinafter referred collectively to as Mortgagor) and the RIVERDALE BANK, an Illinois banking corporation, whose address is 13700 S. Indiana, Riverdale, Illinois 60627, (hereinafter referred to as Mortgagee).

WHEREAS, Donald P. and Geraldine M. Burke ^{MRS WIFE} have executed a Revolving Credit Demand Grid Note with the Mortgagee dated July 16, 1990, (which document is hereinafter referred to as the Note), and

WHEREAS, this mortgage secures a Note. Part of the provisions of this mortgage allows Mortgagor to borrow, pay, reborrow and repay as often as Mortgagor wishes during the life of the Note, with certain restrictions, such as the entire balance due by Demand any amount up to the Mortgagor's line of credit of \$1,500,000.00 so long as Mortgagors total indebtedness under the Agreement does not exceed, at any one time, Mortgagor's credit line of \$1,500,000.00

NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of Cook, State of Illinois:
Which real estate has the address of:

Parcel 1:

Lot 7 (except the west 10 feet) in Block 2 in Matteson Farms, being a subdivision in the west 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the northerly 8.0 feet thereof taken by the State of Illinois pursuant to Court Order entered in 83151174.

And the north 40 Feet of the West 100 Feet of Lot 21 in Block 2 in Matteson Farms, a subdivision in the West 1/2 of the South East 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 4349 W. 211th St., Matteson, IL 60443
PIN: 31-22-400-002; 31-22-400-031

Parcel 2:

Lots 23 to 28 both Inclusive in Block 3 in Keeney's Addition to Chicago Heights, a subdivision of Part of Lots 1 and 2 in the Circuit Court partition of the North East 1/4 of Section 32 and the West 1/2 of the North West 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as 3029 So. Chicago Rd., So. Chgo Hts., IL
PIN: 32-32-205-042

Parcel 3:

Lots 5, 6, 7 and 8 (except the South 10 Feet of said lots) in Block 17 in Percy Wilson's East Center, a subdivision of the South West 1/4 of Section 16, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.
Commonly known as: 413 E. 159th St., Harvey, IL 60426
PIN: 29-16-314-018, 29-16-314-019, 29-16-314-020 & 29-16-314-021.

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Parcel 4:

Lots 7, 8, 9 and 14, in Block 1, West End Subdivision, being a subdivision of the North 1/2 of the South East 1/4 of Section 19, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois excepting therefrom the Northernly 13 Feet of Lots 7, 8, and 9 thereof taken by the State of Illinois pursuant to Court Order entered in 84L52639. Commonly known as:
420 W. 14th St., Chgo. Hts., IL PIN: 32-19-401-008, 32-19-401-018, 32-19-401-027 & 32-19-401-028.

Parcel 5:

Lot 1 and Lot 2 in Block 43 in Ivanhoe Unit 3, being a subdivision of parcels of land lying in Section 4, Township 36 North, Range 14 East of the Third Principal Meridian, According to the plat recorded August 27, 1925 as Document 9017478, in Cook County, Illinois. Commonly known as: 14100 S. Indiana Ave., Riverdale, IL 60627
PIN: 29-04-235-043

Parcel 6:

Lots 1, 2, 3, 4, 5 and 6 in Block 3 in Calumet Terrace, a subdivision of Lots 2 to 8, Both inclusive in a subdivision of the North 515.10 feet of the West 340.89 feet of the South East 1/4 of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian, also the East 1064.5 feet of the South West 1/4 of Section 11, Township 36 North, Range 14 East of the Third Principal Meridian, lying North of the Railroad excepting therefrom the West 75 feet of the North 290.4 feet thereof; Commonly known as:
1043 E. Sibley Blvd., Dolton, IL 60419
PIN: 29-11-307-006, 29-11-307-007, 29-11-307-008, 29-11-307-009, 29-11-307-010 & 29-11-307-011.

Parcel 7:

Lots 4 and 5 in Block A in the Village of Hartford otherwise Homewood, being a subdivision on the North East 1/4 of the South West 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 18051 Harwood Avenue, Homewood, IL 60430
PIN: 29-31-310-004 & 29-31-310-003

and which with the property herein described, is referred to herein as the Premises.

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light and power. All of the land, estate and property hereinabove described, real, (except where otherwise hereinabove specified)

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and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage, to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises and approved by mortgagee prior to any disbursement of any loan to mortgagor by mortgagee.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due, the principal of and interest on the indebtedness evidenced by the Note and the principal of and interest on any future advances secured by this Mortgage.

2. In addition, the Mortgagor shall:

a) Promptly repair, restore or rebuild and improvement now or hereafter on the property which may become damaged or destroyed.

b) Pay immediately when due and payable, all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption. Such insurance policies, including additional and renewal policies, shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured, shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made and promptly delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.

d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.

e) Keep said Premises in good condition and repair without waste and free from any mechanics or other liens or claim of lien not expressly subordinated to the liens hereof.

f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.

g) Comply with all requirements of law or municipal ordinance with respect to the Premises and the use thereof.

h) Comply with the provisions of any lease if this Mortgage is on a leasehold.

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3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

4. In case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Premises, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

5. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

6. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its 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 sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this Mortgage and in any foreclosure, a sale may be made of the Premises en masse without the offering of the several parts separately.

7. Upon the commencement of any foreclosure proceeding hereunder, the Court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect the rents, issues and profits of said Premises 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 foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency

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decree whether there be a decree therefor in personam or not, and 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 a 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 said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale, all expenditure and expenses together with interest thereon at the rate of twenty percent (20%) per annum, which may be paid or incurred by or in behalf of the Mortgagee for attorney fees, Mortgagee's fees, appraisers fees, court costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings, to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises, there shall first be paid out of the proceeds thereof, all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

8. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner, the liability of the original Mortgagor and and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

9. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.

10. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

11. The covenants contained herein shall bind and the rights hereunder shall inure to the respective successors and assign of Mortgagee and Mortgagor, subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several. As used herein, the term Mortgagor shall refer to Donald P. and Geraldine M. Burke jointly and severally.

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

13. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this Mortgage.

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MAIL TO: RIVERDALE BANK
13700 S. Indiana Ave.
Riverdale, IL 60627

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45415 + D * -90-395800
COOK COUNTY RECORDER

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-90-395800
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CLERK OF COUNTY BRAUN
REGISTRAR OF TITLES

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