COLE TAYLOR BANK

220121) 13665 129

## AL COPY 91561962

The MORTGAGOR(S): Duane A. Mitch	RTGAGOR(S): Duane A. Mitchell and Patricia J. Mitchell, his wife, as joint tenants			
at the Circlet Skokle	County of Cook	and State of	11111015	
MORTGAGE(S) and WARRANT(S) to	Cole laylor bank , a	n) banking corporation	with its principal place of	
business in Skokie	Illinois	, the Morigagee, the follo	wing described real estate:	
Lot 28 in Block 2 in First Addition quarter of Section 27, Township 41 lllinois	n to Arthur Dunas "L" Exter	sion Subdivision of part	of the North West	
PIN# 10-27-107-013 a/k/a 7819 F	i. Kilbourn Skokie, 11. 60	076		
situated in the County ofCook		n the State ofIllinois	Parameter security security security security security	
TOGETHER with all buildings, fixtures a rents, issues, and profits, and all right,	and improvements now or he title, and interest of the Mor	reafter erected thereon, the tgagors in and to said real	appurlenances thereto, the estate.	
The Mortgagors hereby release and wa	ive all rights under and by vi	rtue of the Homestead Exe	mption Laws of the State of	
111 ing is and the United States of America.				
This Mongage secures the performan	ce of obligations pursuant	to the Home Equity Line	of Credit Agreement dated	
the Mortgagee's office. The Mortgage's future advances as are made pursuant as if such future advances were made time of execution hereof and although total amount of indebtedness secured he	ecures not only indebtednes o such Agreement within two on the date of execution her there may be no indebtedne	s outstanding at the date hinty (20) years from the date eof, although there may be as outstanding at the time	nereol, it any, but also such a hereol, to the same extent a no advances made at the any advance is made. The	
shall not exceed \$ 50,000.00				
plus interest thereon and any disburser	nents made for payment of the	axes, special assessments		
described herein plus interest on such	dispursements.		91581982	
MORTGAGORS COVENANT AND WAR	RRANT:		272070	
1. To pay the indebtedness as herein	nbefore provided.	<b>'</b>		
			4.44	

- 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 print 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 after 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 Nortgagee 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 insulable 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 Mongagee. Mongagors shall deliver to Mongagee 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.
- 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.
- To permit the Mortgagee and any persons authorized by the Mortgagee to error and inspect the premises at all reasonable
- Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgages.

8. In the event of default it the performance of any of the Mongagors coverants or agreements herein; the Mongages at the Mongages's option, may perform the same, and the cost thereof with interest at 18,00 % per annum shall; immediately be due from Mongagors to Mongages and included as part of the indebtedness secured by this mongages.

- 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 traud 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 interestion 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.
- Upon or at any time after filling 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 bord heing 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, if they are well as during any further times, when the Mortgagors, except for the intervention of such receiver, would be enutice to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the profession, possession, control and operation of the premises during the whole of said period; and the receiver out of such and, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any definency decree:
- 11. In any suit to foreclose the lien of this mongage) 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, and similar data;
- 12. To pay all costs incurred, including reasonable attorr eys' fees, to perfect and maintain the lien on this mortgage.
- 13. The rights and remedies of the Mortgagee are cumulative; mry be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or amedies 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 as Michell (SEAL)  Duane A. Mitchell (SEAL)	Astricia J. Mitchell (SEAL)  PATRICIA J. MITCHELL (SEAL)  PREPARED BY-COLE TO OR BANK (SEAL)	
1000	COUNTY OF Du Page (orle)	MAIL TO-COLE TAYLOR FANK P.O. BOX 909743 CHICAGO, IL 60690 9743  a Notary Public in and for the County and	
D.	personally known to me to be the same persons whose names me this day in person and acknowledged that they signed, seal tary act for the uses and purposes therein set forth, including Given under my hand and Notarial seal this	ed and delivered the said instrument as their free and volun- the release and waiver of the rightfof homestead	
	"OFFICIAL SEAL" M. Commission Expires: 05/25/95	Notary Public:	

## UNOFFICÍAL COPY

DEPT-01 RECORDING 143333 TKAN 2558 40/28/91 13 40017 COUNTY RECORDER

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Secretary of Cook County Clark's Office