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THE FIRST NATIONAL BANK OF EVERGREEN PARK 3101 W. 95th Street Evergreen Park, IL 60642

91023065

HOME EQUITY LINE OF CREDIT MORTGAGE

13.00

		
	THIS MORTGAGE is dated as of JANUARY 11.	, 19 <u>91</u> , and is made between <u>Gerald H. Delloog</u>
and	Carol A. DeHoog, his wife as joint tenants	("Mortgagor") -
	First National Bank of Evergreen Park	("Mortgagee").

THEREFORE, Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required by the terms of the Note or of this Mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and conditions contained in this Mortgage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification of the Note or any subjective note, (which renewal, extension, modification, or substitution shall not impair in any manner the validity or priority of this Acatgage) does hereby grant, convey, warrant, self, mortgage and assign to Mortgagee, its successors and assigns all of the real estate legally described as:

LOT 65 IN BREMEN TOWNE ESTATES UNIT 1 . SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, 10 COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINO'S

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Common Address: 7428 West 160th Place TInley Park, IL

Permanent Index No. 27-24-204-023 situated in ______, County, Illinois (which together with the following described property is sometimes herein referred to as the "premises"):

- A. All right, title and interest of Mortgagor, including an after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and the alleys adjoining the premises.
- B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or later appertaining to the premises.
- C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagor used or useful in the operation of the real estate, and all renewals or replacements and substitutions of those items, whether or not the same are or shall be attached to the building or buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property which Mortgagor grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD THE PREMISES BY THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER, FOR THE PURPOSES AND USES STATED, FREE FROM ALL RIGHTS AND BENEFITS UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, WHICH RIGHTS AND BENEFITS MORTGAGOR DOES EXPRESSLY RELEASE AND WAIVE.

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Property of Cook County Clerk's Office



- Mortgagor covenants and agrees:
 - To pay, when due, all sums secured by this Mortgage.
 - To keep the premises in good condition and repair and not commit or permit waste on the premises. h.
 - To keep the buildings now and hereafter on the mortgaged premises and all insurable parts of the real estate C. insured under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, and companies, and in sums satisfactory to Mortgagee. All insurance policies shall be held by and payable to Mortgagee as its interest may appear. At least fifteen (15) days prior to the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.
 - Except to the extent money shall have been deposited and shall be available for payment of taxes under the provisions of the next paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches hereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises or any part thereof and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien are calm. Upon request from Mortgagee, Mortgager will pay to Mortgagee, on each date on which payment is due under the Note, such amount as Mortgagee may from time to time estimate will be required to pay (before the same shall become past due) all taxes, assessments and other governmental liens or charges against the 🖒 properly hareby mortgaged. Mortgager shall procure and deliver to Mortgagee, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured by this Mortgage and in refunding any part of such amounts, Moltgegae may deal with whomever is represented to be the owner of the premises at that time.
 - To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purpose(s).
 - t. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or fabilitate the enforcement of the lien of this Mortgage.
- 2. Mortgagor hereby assigns and transfers of Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for securit, while rall present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreaments and all avails of those leases and agreements to Mortgagee.
- Mortgagor assigns and transfers to Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking of or injury to the premises under power of eminent domain or acquisition for public use or quasi-public use; and the proceeds of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee. Mortgr.g. e is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 4. All monies received by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use, or (c) from rents and income, may at Mortgagee's option without notice, be used (i) towards the payment of the indebted it is secured by this Mortgage or any portion of the indebtedness whether or not yet due and payable; (ii) toward reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies of the awards. Any monies received by Mortgagee not used will be paid over to Mortgagor.
- In the event of a default by Mortgagor in the performance of any agreement or coveract of Mortgagor under this Mortgage or any other instrument executed by Mortgagor in connection with this transaction, or if (a) the Mortgagor fails to meet the repayment terms of this Mortgage or of the Note secured by this Mortgage for any outstanding balance, (b) the Mortgagor engages in fraud or material misrepresentation in connection with this Home Squity Line of Credit transaction, or (c) any action or inaction by the Mortgagor that adversely affects the Mortgagee's security for this Home Equity Line of Credit, or any right of the Mortgagee in such security, then and in any of such events, at Mortgagee's option, the entire amount secured by this Mortgage shall become immediately due and payable without notice or demand and this Mortgage may be foreclosed accordingly. If Mortgagor should abandon the mortgaged property, Mortgagee may take immediate possession of the property with or without foreclosure.
- If any of Mortgagor's covenants or agreements contained in this Mortgage are not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim or redeem from any tax sale or forfeiture affecting the premises or contest any tax assessment. All monies paid for any of the purposes authorized and all expenses paid or incurred in connection with those purposes, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien of this Mortgage shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest due on those payments as provided in the Note secured hereby.
- In the event of foreclosure of this Mortgage, Mortgager shall pay all costs and attorney's fees which may be incurred by Mortgagee or in connection with any proceeding to which Mortgagee is a party by reason of this Mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filing of foreclosure and the preparation of such foreclosure, together with all other and further expenses of foreclosure

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ment of the indebtedress or any part thereof, whether or not such person shall have executed the **Note of this Mortgage**. The word Mortgagor shall include all persons claiming under or through Mongagor and all persons liable for the paynumber shall include the plurat, and the plural the singular and the use of any gender shall be applicable to all genders. to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular until the Note is fully paid, notwithstanding any sale or transfer of the mordgaged property. This instrument shall inute Every maker or other person liable on the Note shall remain primarily bound (Joseph and serve share shall remain primarily bound (Joseph and serve share shall remain primarily bound (Joseph and Serve share)

severable. This Mortgage shall be governed by the laws of the State of Illinois. without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be plicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect essence in this Mortgage, in the event that any provision or clause of this Mortgage or the Note conflicts with apno waiver by Mortgagee of any default of Mortgagor shall operate as a waiver of subsequent defaults. Time is of the No delay in any exercise of any of the Mongagee's rights shall preclude the subsequent exercise of that right and now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy conferred

thios ed or motification at some entire control of rebio of about niegon bine against to secretary of the control of the cont and sales, including expenses, less and payments made to prevent or remove the impressor of liens or claims against

or to such others as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided any notice to Mongagee shall be given by certified mail, return receipt requested, to Mongagee's address stated herein Addras or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) ed for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provid-

written approval of the Mortgagee, or any sale, transfer or assignment of all or any part of the beneficial interest in Any sale, conveyance of transfer of any right, title or interest in the premises or any portion thereof, without the prior designated to ain. tor in this thurtage shall be deemed to have been given to Mordgagor or Mordgages when given in the manner

ed to be a waiver of the right of Mor gages to insist upon strict compliance with the provisions of the paragraph in during the continuance of the de lauf. Any waiver by Mortgages of the provisions of this paragraph shall not be deemevidenced by the Note to be in nadiately due and payable and foreclose this Mortgage immediately or at any time hereunder and upon any such default the Morigagee or the holder of the Mote may declare the entire indebtedness any trust holding title to the premises without the prior written approval of the Mortgages shall constitute a default

incorporated by reference into this Mortgago. Acrtgagor has executed this Mortgage the day and year first above written. The terms of the Note of the same date is his Mortgage and all renewals, extensions and modifications are hereby

91023065 Sint lass laiston bas bash ym rebau nevig. day of the said instrument as their (big) (hes) free voluntary act, for the uses and purposes stated in the Mortgage INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD. that they (next later) appeared before me this day in person and acknowledged that they (next later) signed, send delivered are (is) personally known to me to be the same person(s) whose name(s) are (is) subscribed to the remogning instrument, and Gerald H. DeHoog and Carol A. DeHoog The undersigned, a Notary Public in and for the County and State afort-seid, does hereby certify COUNTY OF COOK) STATE OF ILLINOIS) Mortgages Carol A. DeHook Mongagor Mortgagor

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MARGARET DOMICO

This Document Prepared By:

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