

MORTGAGE

This Mortgage dated February 1991 is entered into between Mary W. Ritchey & Kathleen F. Starr whose address is 3431 Vernon Brookfield, Illinois 60513 Ritchey, Mrs. Wife (J) U

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The Mortgagee and COMMERCIAL NATIONAL BANK OF BERWYN 122 S. Oak Park Ave., Berwyn, Ill. 60402 a national banking association (the "Mortgagee")

Whereas the Mortgagee is indebted to the Mortgagee in the principal sum of Forty thousand dollars and no cents Dollars 40,000.00 or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, which ever is less. This indebtedness is evidenced by the Agreement executed by Mortgagee which Agreement provides for monthly interest payment at the rate and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgagee with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time but in no event later than twenty (20) years from the date hereof not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payment received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under the Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unpaid interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement 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 this Mortgage and in the Agreement, the Mortgagee does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook State of Illinois, to wit:

Lot 17 in block 27 in Brookfield Manor, a Subdivision of the North East Quarter of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$14.29
T#8888 TRAN 7633 02/08/91 11:08:00
#6790 # H * -91-062500
COOK COUNTY RECORDER

91062500

Commonly known as 3431 Vernon, Brookfield, Illinois 60513
PIN 15-34-226-017

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate including screens, window shades, storm doors and windoos, floor coverings, screen doors, in a door, beds, awnings, water heaters all of which are intended to be and are hereby declared to be and are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein, and all of the foregoing, together with said real estate or leasehold estate if this Mortgage is on a leasehold estate retained to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto the Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagee does hereby renounce and waive.

THE MORTGAGOR COVENANTS:

(1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches the retail taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due) and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage" and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require; (4) To keep the indebtedness, together with interest thereon, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such amounts as the Mortgagee may from time to time require; (5) To maintain such policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of non-closure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionor, or any grantee, and of all proceeds and to be paid to the Mortgagee; (6) The Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereon heretofore made and hereafter in behalf of the Mortgagee, all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the mortgagee or companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (7) Immediately after destruction of damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (8) To keep the Property in good condition and repair, without waste and free from any mechanic, or other lien or claim of lien not expressly subordinated to the lien hereof, (9) To comply with the provisions of any lease if this Mortgage is on a leasehold; (10) To perform all obligations under any declaration, covenant, by-laws, regulations, rules and instrument of management governing the Property if the Mortgagee is on a condominium or a planned unit development; (11) Not to make, suffer or permit any material use of or any material change in the use of the Property nor to diminish or impair its value by any act or omission to act; (12) To comply with all requirements of law with respect to Mortgagee premises and the use thereof; (13) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter on the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed on or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (14) To complete

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all due to the year or there by, or until the delivery of a deed pursuant to judgment foreclosing the lien hereof, but if needed be issued, then until the expiration of the statutory period during which it may be resumed. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether hereon or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter constitute a waiver of the right of Mortgagee to require or enforce performance of the same or any other of said covenants, that wherever the context hereof requires, the masculine gender shall include the feminine and the neuter, and singular and plural, that all rights and obligations imposed by this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular 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 (b) 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 this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

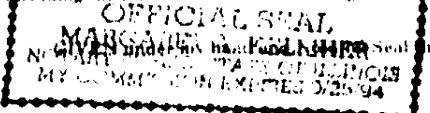
IN WITNESS WHEREOF, we hereunto set our hands and seals this 1st day of February, 1991.

Mark W. Ritchey (SEALS)
Kathleen E. Starr-Ritchey (SEALS)
(SEALS)
(SEALS)

STATE OF ILLINOIS }
COUNTY OF } ss

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Mark W. Ritchey & Kathleen E. Starr-Ritchey, his wife (s)

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all claims in any homestead, exemption and valuation laws.



1st day of February, 1991
Margaine Hand
Notary Public

Notary Public

THIS INSTRUMENT PREPARED BY COMMERCIAL NATIONAL BANK OF BERWYN
3322 South Oak Park Avenue
Berwyn, Illinois 60402

91062500

1. All easements, rents, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

H. In case the Property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any of the Property taken or for damages to any of the Property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee to the payment of the indebtedness secured hereby, or to the repair and restoration of any of the Property so damaged, provided that any excess over not be obliged to see to the application of the purchase money.

G. That upon the commencement of any foreclosure proceeding hereunder, the court in which the suit is filed may, at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the priority of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receiver, judgment, including attorney's fees, publication costs and costs, court costs, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence the validity of any sale held pursuant to such judgment the true title or value of the Property; all of which aforesaid amounts together with interest as hereinafter provided shall be immediately paid by the Mortgagee 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 Agreement hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclosure, whether or not actually commenced, or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the Property of the mortgagor, whether or not actually commenced. In the event of a foreclosure sale of the Property there shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof, the interest due thereon up to the time of such sale, and the overplus, if any shall be paid to the Mortgagee, and the purchase money shall be applied to see to the application of the purchase money.

F. That time is of the essence hereof, and if default be made in performance of any covenant hereunder or in making any payment under the Agreement or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Property, or upon the filing of a proceeding in bankruptcy or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagee abandons any of the Property, or in the event of the transfer of, or agreement to transfer, any right, title or interest in the Property or any portion thereof not otherwise permitted hereunder, or if the Mortgagee fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon the Property, or upon the filing of a suit to condemn all or a part of the Property, 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, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may by deed of the Mortgagee to the Mortgagee and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may by deed of the Mortgagee, and without offering the several parts separately. That in the event that the owner of the Property, or any part thereof, becomes vested in a person other than the Mortgagee and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of auditing the records of the Mortgage to show the change of ownership.

E. That time is of the essence hereof, and if default be made in performance of any covenant hereunder or in making any payment under the Agreement or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Property, or upon the filing of a proceeding in bankruptcy or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagee abandons any of the Property, or in the event of the transfer of, or agreement to transfer, any right, title or interest in the Property or any portion thereof not otherwise permitted hereunder, or if the Mortgagee fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon the Property, or upon the filing of a suit to condemn all or a part of the Property, 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, and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may by deed of the Mortgagee to the Mortgagee and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure sale may by deed of the Mortgagee, and without offering the several parts separately. That in the event that the owner of the Property, or any part thereof, becomes vested in a person other than the Mortgagee and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagee shall pay a reasonable fee to the Mortgagee to cover the cost of auditing the records of the Mortgage to show the change of ownership.

D. That it is the intent hereof to secure payment of the indebtedness due under the Agreement whether the entire amount shall have been advanced to the Mortgagee and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

C. That in case of failure to perform any of the covenants hereunder, the Mortgagee may do on Mortgagee's behalf everything no covenant, that and Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and secured by this Mortgage with the same priority as the original indebtedness and may be included in any judgment foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the Property if not otherwise paid, that it shall not be obligatory upon the Mortgagee to insure into the ability of any lien, encumbrance or in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys 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.

B. This Mortgage and the Agreement provide for additional loans which may be made at the option of the Mortgagee and secured by this Mortgage and it is agreed that in the event of such loans the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the indebtedness evidenced by the Agreement hereby secured by the amount of such loan and shall be a part of said indebtedness under all the terms of the Agreement. In no event, however, shall such additional loans exceed an amount equal to four times the principal amount stated in the Agreement.

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