



WESTBANK
One Westbrook Corporate Center
Westchester, IL 60154

UNOFFICIAL COPY 91132260

MORTGAGE

Mary Catherine Arneberg, widow & Mary Carol Mooney F/K/A Mary Carol Arneberg,
The MORTGAGOR(S) married to Thomas J. Mooney
of the City of Palos Hills, County of Cook, and State of Illinois,
MORTGAGE(S) and WARRANT(S) to WESTBANK, a(n) Corporation with its principal place of
business in Westchester, Illinois, the Mortgagee, the following described real estate:

DEPT-01 RECORDING \$15.00
T#8888 TRAN 3056 03/25/91 15:35:00
#9323 # H *-91-132260
COOK COUNTY RECORDER

See Exhibit "A"

situated in the County of Cook in the State of Illinois

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 Mortgagors in and to said real estate.

The Mortgagors hereby release and waive 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 March 15, 19 91, 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 \$ 44,000.00 (FORTY-FOUR THOUSAND AND NO/100THS) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein and future advances plus interest on such disbursements.

15.00

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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93-24-100-125-1011

EXHIBIT "A"

UNIT K AS DELINEATED ON THE SURVEY OF LOT 3 OF MORAIN VALLEY VILLAS A RESUBDIVISION OF PART OF THE WEST 1/3 (BY AREA) OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE RIGHT OF WAY OF THE SAMITARY DISTRICT OF CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1974 AS DOCUMENT 22,899,629 ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION MADE BY THE LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST 47624 RECORDED IN THE OFFICE OF THE RECORDER, COOK COUNTY, ILLINOIS ON JUNE 16, 1976 AS DOCUMENT 23,523,092 TOGETHER WITH AN UNDIVIDED 8.33% INTEREST IN THE SAID LOT 3 AS AFORESAID EXCEPTING FROM LOT 3 ALL OF THE LAND PROPERTY AND SPACE KNOWN AS UNITS "A" TO "L" BOTH INCLUSIVE, AS SAID UNITS ARE DELINEATED IN THE SAID SURVEY.

93-24-100-125-1011

THIS DOCUMENT IS A PUBLIC RECORD AS PROVIDED BY THE CONSTITUTION OF ILLINOIS AND IS SUBJECT TO THE PUBLIC ACCESS AND DISSEMINATION ACT. ANY PERSON WHO HAS A LEGAL INTEREST IN THIS PROPERTY OR WHO IS AFFECTED BY THIS DOCUMENT SHOULD CONTACT THE RECORDER OF DEEDS FOR MORE INFORMATION.

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