NOFFICIAL GOPY 94182260 One Westbrook Corporate Center Westchester, IL 60154

MORTGAGE

Mary	Catherine Arneberg, wi	dow & Mary Carol Mooney F/K/A Mary	Carol Arneberg,
The MORTGAGOR(S): marri	led to Thomas J. Mooney	and Ctate of T114	note
of the City of Paios ni	UTCO IN COUNTY OF CO	ok , and State of <u>Illi</u> , a(n) <u>Corporation</u> with its ;	orincinal place of
MORIGAGE(S) and WARRA	or Illinois	, the Mortgagee, the following desc	ribed real estate:
business in	<u> </u>		
		DEPT-01 RECORDING	\$15.00
	See Exhibit "A"	THREE TRAN RASE	03/25/91 15:35:00
			91-132260
situated in the County of	Cook	in the State of	gramman value on anno anno and and an anno an
The Mortgagors hereby relia	se and waive all rights under a	the Mortgagors in and to said real estate. Ind by virtue of the Homestead Exemption Law merica. Irsuant to the Home Equity Line of Credit A	
the Mortgagee's office. The Muture advances as are made as if such future advances witime of execution hereof and	Aortgage secures not only inde pursuant to such Agreement w ere made on the data of execu- although there may とっこつ ind	nd Mortgabab, Alcopy of such Agreement may obtedness outstanding at the date hereof, if an other twenty (20) years from the date hereof, to ution hereof, although there may be no advanged by the succession of the time any advanged decrease from time to time, but the total amounts.	ny, but also such the same extent nces made at the nce is made. The
plus interest thereon and any	00 (FORTY-FOUR THOUSAY disbursements made for payadvances plus interest on suc	nent of taxes, special assessments or insuran	ce on real estate
MORTGAGORS COVENANT	AND WARRANT:	45.	hao El 💯
1 To now the indebtedness	e as hereinhefore provided		

- To maintain the premises in good condition and repair, not to commit or suffer any waste of the 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.
- To keep the buildings on the premises and the equipment insured for the benefit of the Moltgaren against loss or damage by fire, lightning, windstorm, hall, explosion, aircraft, vehicles, smoke and other casualties crove and 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. Mortgagers 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.
- 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 enter 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 Mortgagee.

- In the event of default in the performance of any of the Mongagors' coverants or agreements herein, the Mortgageig, at the Mongagors' at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreements herein, the Mortgageig, at the Mongagor's coverants or agreement herein, the Mortgageig, at the Mongagor's coverants or agreement of the Mongagor's coverants or agreement of the Mongagor's coverants or agreement of the Mongagor's coverants or agreement or agreement of the Mongagor's coverants or agreement or agreement of the Mongagor's coverants or agreement or agreement of the Mongagor's coverants or agreement of the Mongagor's coverants or agreement of the Mongagor's coverants or agreement or agreement of the Mongagor's coverants or agreement of the Mongagor's coverants or agreement or agreement of the Mongagor's coverants or agreement of the Mongagor's coverant or agreement or immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.
- 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 fraud 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 Mortgagor's interest in 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 filing 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 Lord being 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 the as well as during any further times, when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate lions, if any, taxes, assesments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- In any suit to foreclose the lien of this morigage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenser which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, aprecisers' fees, surveys, title searches and similar data.
- To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
- The rights and remedies of the Mortgagee are cumulative may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 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.
ý	IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 15th day of March 19.91
ر جاء	Mary to other see drueberg (SEAL) Mary Carol Mary Carol Mary Carol Mary Carol Mary Carol Mary Carol Association
٠	Mary Catherine Arneberg (SEAL) Thomas J. Mooney for purposes of waiving homestead) Mary Carol Mooney F K/A Mary Carol Arneberg (SEAL) (SEAL)
	STATE OF STA
	COUNTY OF _DuPage)
	I, the undersigned , a Notary Public in and for the County and State aforesaid do hereby certify that Mary Carol Arneberg & Thomas Andhoney & Mary Catherine Arneberg personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
	Given under my hand and Notarial seal this 15th day of March . 19 91
• •	"OFFICIAL SEAL" Kevin E. Murphy Notary Public My Commiss Static Static as Illinois

My Commission Expires 11/9/92

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EXHIBIT "A"

UNIT K AS DELINEATED ON THE SURVEY OF LOT 3 OF MORAINE 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 HTE 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 TWO ERTY AND SPACE KNOWN AS UNITS "A" TO "L" BOTH INCLUSIVE, AS SAID UNITS ARE DELINLATED IN THE SAID SURVEY.

93-24-100-125-1011

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