

UNOFFICIAL COPY 1237572

MORTGAGE

The MORTGAGOR(S) GREATBANC TRUST COMPANY AS TRUSTEE U/A/D 10-25-90 A/K/A TRUST #7092
of the City of OLYMPIA FIELDS, County of COOK, and State of Illinois
MORTGAGE(S) and WARRANT(S) to 1st HERITAGE BANK, a(n) bank, with its principal place of
business in COUNTRY CLUB HILLS, Illinois, the Mortgagee, the following described real estate:
LOT 47 IN PACESETTER KNOLLCREST HARRY M. QUINN MEMORIAL SUBDIVISION, A SUBDIVISION OF PART
OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 36, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

R.E.I.N: 28-36-102-017

ADDRESS: 17612 OAKWOOD DR.,
HAZEL CREST, IL. 60429

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 Mortgageors in and to said real estate.

The Mortgageors 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
APRIL 1, 1991, between Mortgageor(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 \$ FORTY FIVE THOUSAND FIVE HUNDRED AND NO/100'S plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate
described herein plus interest on such disbursements

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. Mortgageors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgageors 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 Mortgageors 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. Mortgageors 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 Mortgageors and all persons claiming through the Mortgageors.
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.

RE TITLE SERVICES # 82-658

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- 8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at 16.0 % per annum shall immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.
- 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 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.
- 10. 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 bond 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 any, 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 liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- 11. In any suit to foreclose the lien of this mortgage 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, appraisers' fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
- 13. 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.
- 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 and seals this 1ST day of APRIL, 19 91

 Attest: Ronda Strasser (SEAL) Assistant Trust Officer
 _____ (SEAL) By Angela Giannetti (SEAL) Land Trust Officer
 GreatBanc Trust Company as Trustee under Trust No. 7094

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

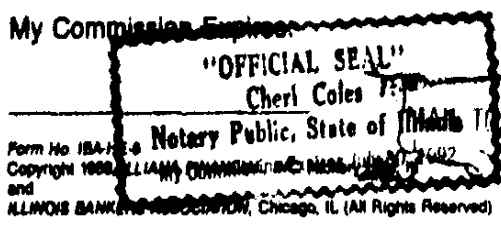
I, _____ the undersigned _____, a Notary Public in and for the County and State aforesaid do hereby certify that Angela Giannetti, Land Trust Officer and Ronda Strasser, Asst. Tr. Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before 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 9th day of May, 19 91

91237572

THIS DOCUMENT PREPARED BY: KIM ELLIS

 Notary Public
 WHEN RECORDED MAIL TO:



Prepared By: Kim Ellis
 1st HERITAGE BANK
 4101 WEST 136th STREET
 COUNTRY CLUB HILLS, IL 60478

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EXONERATION CLAUSE - MORTGAGE

This mortgage is executed by GreatBanc Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability of GreatBanc Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived. Any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note. This waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

GreatBanc Trust Company, Not
Individually, but solely as
Trustee under Trust No. 7092

By Angela Giannette
Land Trust Officer

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