COLE TAYLOR BANK

PREPARED BY - COLE TAYLOR BANK UNOFF BANK PO 1802 697 LOMBARD, ILLINOIS 60148

	The MORTGAGOR(S): William F. Lutz and Cynthia M. Lutz, His Wife, As Joint Tenants						
1.	of the City of Chicago , County of Cook , and State of 111 tools .						
	MORTGAGE(S) and WARRANT(S) to Cole Taylor Bank/Yorktown, a(n)Banking Corporation with its principal place of						
	business in Lombard . Illinois , the Mortgagee, the following described real estate: The North 9 feet of lot 29 and all of lot 30 in Block 10 in Bartlett Highlands, a subdivision of the Southwest & (except						
The							
the	East & thereof, of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County,						
	inois						
	N. 19 08 311 050						
a/K	/a 5241 S. Merrimac Chicago Il. 60638						
	situated in the County of 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 and the United States of America.						
	This Mortgage secures the parlurmance of obligations pursuant to the Home Equity Line of Credit Agreement dated June 29 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						
	tuture advances as are made pursuant to some Agreement within twenty (20) years from the date hereot, 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 \$ 33,000.00						
	plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate						
	DEPT-41 RECORDINGS \$13.99						
	' IMOUN !!!!! ODDY GILALLY IT!57:00						
	1. To pay the indebtedness as hereinbefore provided. #713 # F *-91-338822						

- 2. To maintain the premises in good condition and repair, not to commit or suffer any Waste Office Branists 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 castlett whatsoever; not to remove, demolish, or materially after 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 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 proporties. 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 Mongrage 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 times.
- 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.

s br agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at _ _ % per annum shall 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 bor I 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 suclinents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate tiens, 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 mortgady 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.
- To pay all costs incurred, including reasonable attorreys' fees, to perfect and maintain the lien on this mortgage. 12.
- The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof 13. 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 neirs, personal representatives, successors and

N WITNESS WHEREO	F, Mortgagors have	set their hands and (SEAL)	seals this 29th d	ay of June	, 19 ⁹¹ (SEAL
Filliam F. Lutz		(SEAL)	Cynthia M. Lutz	0,	(SEA
STATE OFF	ξ)		Co	
COUNTY OF	IPAGE) SS. _)		C	
1,	nny N. D	ICKSON E 111	, a Notary	Public in and for t	he County ar
personally known to me ne this day in person an arv act for the uses and	to be the same persi id acknowledged that d purposes therein :	ons whose names a It they signed, seale set forth, including t	re subscribed to the foreg d and delivered the said i the release and waiver o	going instrument, a instrument as their	ppeared belo free and volu
Given under my har	nd and Notarial seal	this	day of		, 19
			17 any N	Dielon Diary Public	
My Commission Expires	{ "GFEICH HARRY R	AL SEAL!! DICHSEM State of dispis			

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, IL 60455-0227, (708) 598-9000