## UNOFFICIAL COPY Service

## BANK TONE

## 92487536 Revolving Credit Mortgage

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- 3. To keep the Property insured against loss or damage by fire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total modgage indeptedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mintragee if insurance by Mortgagee. Mortgagee is hereby sufficience to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued therefor, and to apply such proceeds as a greatiful upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the damaged Property.
- 4.To pay all taxes and assessments against said Property as the same shall become due and payable or, at the request of the Mortgagee, to pay to Mortgagee on each installment date a sum equal to the sum of one-twelfth (1/12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Mortgagee. Said deposits shall be without interest paid by the Mortgagee (unless required by law) and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor. Mortgagee assumes no responsibility for the validity of any tax or assessments.

In the event such deposits exceed the amount required for the payment of taxes and assessments, the Mortgagee may apply a gart or all of such excess at such time as it may elect to the principal of indebtodness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments. Mortgagor shall, on demand, pay such deficiency.

If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtniness thereby secured) without Mortgages is prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgages may, at its option, declars all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagor's (or Mongagor's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set furth in the Agreement, Mortgages prior to acceleration shall mail notice to Mortgagor (and Mortgagor's beneficiary, if applicable) specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed, by which surful bleach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by fill. Mortgage and foreclosure by judical proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Mortgage is option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose the Mortgage by judicial proceedings.

Any forbearance by Mortgages in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by Mortgages.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any provisions or clause of this Mortgage, or Agreement conflicts with then applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provision, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgagor shall be liable to Mortgagee for all legal costs, including by roll limited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such ac ron proceeds to judgement. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

Mortgagor (and the beneficiary of Mortgagor, if applicable) hereby waives all right of homestead exemption in the Property.

Each of the covenants and agreements hereinshall be binding upon and shall introduct the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's benefitions (if applicable), and Mortgagor

In the event the Mortgagor executing this Mortgage is an illinois land trust, this Mortgagor, executed by Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority trimeried upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing command herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay any and all obligations due under or pursuant to the Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any coverant, either express or implied herein contained, all such his way, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgag is to personally concerned, Mortgage, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security or an at any time to secure the payment thereof.

LAND TRUST:	not necessally had	INDIVI	DUALS:	
as Trustee under Trust Agreement dated		*	My JU Arla	<del>^</del>
and known as Trust Number	• • • •	ALFRE	D O. SOLOMON	
BY:		* /	Barlain M	ann. Whi
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County of				
State of Illinois		. ^		
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to me to be the same person 💆	whose name		ubscribed to the foregoing i	instrument, appeared before
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Given under my hand and notarial seal this	day of	שמענ	and the second second second second	10 月上
	•	Tad A	Olover Carlot	
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