## BANKĒONE

## **Revolving Credit Mortgage**

and the Mortgagee BANK CNE LAGRANGE ("Mortgagee") whose address \$150.0 M. 159th ST. ORLAND PARK ILLINOIS 60462  Mortgagor or Mortgagor is constructly if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated construction of the man of th	THOMAS B. M	ARVINAC AND KAREN M	ARVINAC, HIS	WIFE, AS JOIN	T TENANTS	
8760 M. 159th ST. ORLAND PARK ILLINOIS 60462 (Steen) (Core)  Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagor dated.  But his same may be modried or entered from time to time ("Agreement") whice provides among other thing Small Mortgagoe under contain conditions with all an advances from time to time to Microgagor's beneficiary in provides a mong other thing. Small Mortgagoe and time to calculate many to modried or entered from time to time to Microgagor's beneficiary from the time to Microgagor's beneficiary from the time to time to time to Microgagor's description of the Agreement's time Agreement from time to time the Mortgagor's recorded below is obtained or advanced and the Mortgagor's recorded below is obtained or advanced in the Mortgagor's recorded below is boarded or advanced in the Mortgagor's recorded below is boarded or advanced in the Mortgagor's recorded below is boarded or advanced in the Mortgagor's recorded below is boarded or advanced in the Mortgagor's recorded below is boarded or advanced mortgagor and morth is secured to the Mortgagor's advanced member of decided and accorded here to more in the Recorded or Decided in the Secure of the Mortgagor's advanced member of decided and accorded and and the mortgagor's advanced to the time to time the contribution and present of the advanced member of the Mortgagor's and the mortgagor's and the performance of the coverances and agreement of the agreement and any and all estamation and or remains of the coverances and agreement of the agreement and any and all estamation and or remains of the coverances and agreement of the agreement and any and all estamation and any performance of the coverances and agreement of the agreement and any and all estamation and any advanced or the second of the Mortgagor's advanced and the second of the Mortgagor's and the performance of the coverances and agreement of the Agreement of all the first surface of the Mortgagor's advanced and the						
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as the same may be modified or extended and/or renewed from time to time if degreement with provides among other things that Mortgagee in one chara conditions with make loan advances from time is time to Mortgagor's penethaciary applicable, until the last blushess day of the 120th but calendar month following the date of the Agreement.  This Mortgage is recorded in this Recorded or Deets of the Country in which the real property occasionable with the Agreement has the make pursuant to the Agreement has been the or the security of the Mortgage or permitted to be advanced in conforming with the fittings or permitted to be advanced in conforming with the fittings or permitted to be advanced in conforming with the fittings or permitted to be advanced in conforming with the fittings or permitted to be advanced in conforming with the fittings of permitted to be advanced in conforming the time fittings for product any time and enter its secure hereby shall not all unpaid independents advanced in conforming production before the secure memoral advanced in any time and enter its secure hereby plant not all unpaid independents advanced to the fittings of the memoral advanced with responsible to source the receiption of the production of the pro		(Street)		(Cny)	(State)	(Zip Code)
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after this Wordgage's recorded-using the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herearch to present the other the security of the Mindage or permitted to be advanced in conforming with the filtinos Mongage Foreclosure Agreement. The macronia announce are also as the conformation of the security of the Mindage or permitted to be advanced in conforming with the filtinos Mongage foreclosure Agreement. The macronia and our secure the recognized of the Agreement and permitted or obligatory advances mentioned above, which may be outstanding and unpaid indebtedness advanced from time under the Agreement and any and all estensions and or renew is of same with interest thereon an provided in the Agreement in payment of all other surns, with interest thereon advanced with respect to the Proports as hereafter defined for the payment of the Agreement and in consideration of the advances made (effect obstances as trained and according to the performance of the coverants and agreements of locities states assessments insurance premiums or connected protection of the Proports and the performance of the coverants and agreements of locities and described as follows:  LOT 16 IN JON R. MILLER'S VICTORIA PLACE SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 29, TONNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, A SPER PLAT THEREOF RECORDED MAY 1, 1989 AS DOCUMENT NUMBER 89193579, ALL IN COOK COUNTY, FLUNOIS.  **STATE** 34 - 92 - 53515**  **GOOK COUNTY RECORDER**  **COOK COUNTY RECORDER**  **CO	provides among other applicable) until the li	rithings that Mortgagee under ce	rtain conditions will m	ake loan advances from	itime to time to Mortgagor or f	me ("Agreement") which Aortgagor's beneficiary (4
In order to secure the recogniment of this outstanding and ungaid indebteness accurated from this to the purpose of all others using an indebteness and or servers so of Same with mitress thereon at projection in the Agreement and all others using a threast thereon and entered to the Property it as hereafter defined, for the paymont of the Property and the performance of the coverances and a greenests of live typagor contained herein and of this Mortagor or better carry of Mortagors (if applicable) in the Agreement and in consideration of the disharces made (fine contained herein and of this Mortagor or better carry of Mortagors (if applicable) in the Agreement and in consideration of the disharces made (fine contained herein and of this Mortagor or better carry of Mortagors (if applicable) in the Agreement and in consideration of the disharces made (fine contained herein and of this Mortagor or better carry of Mortagors (if applicable) in the Agreement and in consideration of the disharces made (if the contained here) and of the Mortagor or better carry of Mortagors (if applicable) in the Agreement and Agreement and and and an analysis of the Agreement and an analysis of the Agreement and Ag	after this Morrgage is herewith to protect the amount available und	recorded with the Recorder of D e security of this Mortgage of per ler the Agreems in Axidusive of it	Deeds of the County in imitted to be advanced interest thereon and pe	which the real property in conformity with the fi imitted or ob <mark>ligatory ac</mark>	described below is located or finois Morigage Foreclosure A	radiranced in accordance greenent. The maximum
and or renewals of same, with interest thereon at projected in the Agreement the payment of all other surral, with interest thereon at other property is an examined precification of the property and the performance of the operation and agreements of live typagor contamed herein and of the Mortagor or better casy of Mortagor (if applicable) in the Agreement and in consideration of the advances made (their contampo aneously herewish or to be made in the future).  Mortagor does hirreby mortagog grant and convey to Montagor's the following described real property considering the future of COUK.  State of ILLINOIS.  And described as longer to 8 State of ILLINOIS.  IN THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. A SPER PLAT THEREOF RECORDED MAY 1, 1989 AS DOCUMENT NUMBER 89193579, ALL IN COOK COUNTY, ILLINOIS.  DEPT-01 RECORDING.  192535151  92535151  COOK COUNTY RECORDING.  17-1111 TRAIL 2370 07/21/92 15:  43275 \$ ** -9 2 - 5.35 1.5  COOK COUNTY RECORDING.  COOK COUNTY RECORDING.  COOK COUNTY RECORDING.  10 HAVE ANT-10 HOLD the same unto Mortagoge. its successors and assigns together with all the intompore from the real property, and of which including replacements and additions therefor had be exerted to be and remain. In ord the real property on the future from the property of the least-pool dester of this Mortagog on an least-pool and futures now or hereafter attached to the arms organity is unencumbered except for the least-pool dester of this Mortagog on an least-pool price of the property is unencumbered except for the beauteroid resembly due on that certain mortago held of record by Tallitions and convenitions and additions and convenitions are made the Property, and of the transport of the property of the least-pool dester of this Mortagog on an least-pool price of the property is unencumbered except for the beauteroid resembly due on that certain mortago held of record by Tallitions and convenitions are made the property is unencumbered except for the	any time and which is	s secured hereby shall not at any	y time exceed \$ 33	,000.00		
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LOT 16 IN JON R. MILLER'S VICTORIA PLACE SUBDIVISION, BEING A SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, A SPER PLAT THEREOF RECORDED MAY 1, 1989 AS DOCUMENT NUMBER 89193579, ALL IN COOK COUNTY, TLUNOIS.    DEPT-01 RECORDING	Mortgagor dues hirrei	by mortgage, grant and convey t	to Mort, aor e the folio	iring described real proj	perty located in the County of	
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Property "ax if o 27-29-205-006  TO HAVE ANI: TO HOLD the same unto Mortgagee, its successors and assigns together with all the unprovenunts not or hereafter erected on the real property, and if easements, rights, appurtenances, rents including replacements and additions thereto, shall be deemed to bit and remum, it is not affected by this Microgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasefold; and herein referred to as the "Property".  Mortgagor covenants that Mortgagor is tawfully seized of the Property and has the right to Mortgage the Property, that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property. That Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property, that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property. That Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property. That Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property, that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property. That Mortgago the lawfully seized of the balance presently due on that certain mortgage held of record by Edithurs I.  FEDERAL SAVINGS BANK recorded with the Recorder of Deeds AUGUST 5, 1991.  County ODIK as Document No. 91392637 (prior mortgage).  Mortgagor further covenants  1 To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon taking of Mortgagor is and Mortgagor specifically in applicable) plus interest as herematter provided in being specifically understood that although Mortgagor land Mortgagor's beneficially if applicable) plus interest as herematter provided in being specifically understood that although Mortgagor land Mortgagor's beneficially in applicable) plus interest as herematter provided in being specifically understood that although Mortgagor land Mortgagor's b		NUMBER 89193579, AL	L IN COOK COL		DEPT-01 RECORD T\$1111 TRAN 2 \$3275 \$ #-	im 390 07/21/92 15:1 -92-53515
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County COITK as Document No. 91392637 ("pnor mortgage").  Mortgagor further covenants  1 To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants Mortgagoe herein may, at its option, do so. Mortgagoe shall have a claim against Mortgagor (and Mortgagor is beneficiary, if applicable for all suins so paid by it for the Mortgagor land Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided it being specifically understood mat although Mortgagee may take such curative action, Mortgagor's faiture to comply with any of the convinants of such prior mortgage shall constitute a breach of a condition of this Mortgage.  2 To keep, and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed.	DOCUMENT  Common Address.  Property "ax file  TO HAVE ANT TO H property and a flease attached to the read or by this Mc rigat e, and "Property"	92; 10700 TOWER DR. 27-29-205-006 OLD the same unto Mortgagee, ments, rights, appurtenances, resperty, all of which, including repial of the foregoing, together with	ORLAND PARK ORLAND PARK Its successors and as inte royaties, mineral iscements and additions and property (or the	IL 60462  signs together with all to oil and gas rights and in the thereto shall be dieer easehold estate if this M	DEPT-01 RECORD T\$1111 TRAN 2 \$3275 \$ # - COOK COUNTY  the improventants none or here profits and water (gnts) and an med to be and remain a part of longage is on a lease of great	into 37/21/92 15:1 -9 2 -5 35 15 RECORDER 60 American areated on the real fall was now or hereafter the real property covered a heren referred to as the
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1 To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants Mortgagoe herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor is beneficiarly, if applicable for all suits so paid by it for the Mortgagor (and Mortgagor's beneficiarly, if applicable) plus interest as hereinafter provided it being specifically understood that although Mortgagee may take such curative action, Mortgagor's faiture to comply with any of the covalinants of such prior mortgage shall constitute a breach of a condition of this Mortgage. 2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed.	DOCUMENT  Common Address.  Property Tax fro  TO HAVE ANT TO H property and if ease attached to the rear or by this Mc rigage, and "Property"  Mortgagor covenants the title to the F ropert restrictions and that if FEDERAL SAV	92;  10700 TOWER DR. 27-29-205-006  OLD the same unto Mortgagee, ments, rights, appurtenances, respectly, all of which, including repeal of the foregoing, together with that Mortgagor is lawfully seized y against all claims and derhand are Property is unencumbered exclings. BANK	ORLAND PARK ORLAND PARK Its successors and as inte royalties, mineral iscements and addition is said property (or the id of the Property and it is, subject to any decia cept for the balance or recorded with	IL 60462  signs together with all to on and gas rights and prise and prise shall be deer leasehold estate if this living the right to Mortgag rations easements, rest esently due on that certainted Recorder of Deeds	DEPT-01 RECORD T\$1111 TRAN 2 \$3275 \$ # - \$3275 \$ # - COOK COUNTY  the improventums non or here profits and water (gnts) and an med to be and remain in the rel fortigage is on a lease lock; we get the Property, that Mortgag inctions, conditions and covens ain mortgage held of record by	into 37/21/92 15:1 -9 2 -5 35 15 RECORDER 40 A A A A A A A A A A A A A A A A A A
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## **UNOFFICIAL COPY**

- 3 To keep the Property insured a painst loss or damage by fire and windstorm and auch other hazards as Mortgagee requires for the beriefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee if requested by Mortgagee. Mortgagee is hereby authorate a 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 credit 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.
- 4.70 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 instalment 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 tax) and the taxes and assessments shall be paid therefore 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 part or all of such excess at such time as it may elect to the principal of indebtedness secured hereby. It such deposits are less than the amount required for the payment of taxes and assessments. Mortgagor shall, on dem and, 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 indebtedness thereby secured) without Mortgagee's prior written consent, or the Property it no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgagee may, at its option, declare all the sums secured by this Mortgage to the immediately due and payable.

Upon Mortgagor's (or Mortgagor'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 sourced by this Mortgage or as set forth in the Agreement, Mortgagee 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 such one ach 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 it is Nortgage and foreclosure by judicial 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 this Mortgage by judicial proceedings.

Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise atforded by applicable law. Shall not be a waiver of or preclude the exercise of any such right or remedy by Mortgager.

This Morrgage shall be governed by the law of the Statu of Blancis, including without limitation the provisions of Binois Revised Statute Chapter 17. Sections 6405–5406 and 6407; and 312.2. In the event that any provisions or clause of this Morrgage, or Agreement conflicts with their applicable law, such conflict shall not affect other provisions of this Morrgage or the Agreement which can be given effect without conflicting provision, and to this end the provisions of the Morrgage and Agreement are declared to be severable.

Mortgagor shall be liable to Mortgagee for all legal mosts, including Listric's emitted 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 asur in proceeds to judgement. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

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

Each of the covenants and agreements herein shall be binding upon and shall inute to the benefit of the respective heirs, executors, administrators, success bits and assigns of the Morgagor, Mongagor's beneficiary (if applicable), and Morgagor

In the event the Mongagor executing this Mongage is an Hinois land trust, this Mongage is eventted by Mongagor, not personarly, but as Trustee aforer aid in the exercise of the power and authority conferred upon and vested in it as such Trustee at 3 this Mongagor, not personarly, but as Trustee aforer aid authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any flashity on the Mongagor personally to pay any and all obligations due under or pursuant to it is Agreement or Mongage, or any indebtodness secured by this Mongage, or to perform any covernant, either express or implied herein contained, all such liability, if any, being expressly waived by Mongage and by every person now or hereafter claiming any right or security hereunder, and that so tark as Mongagor is pursonally concerned. Mongagee, its successor or assigns shall look solely to the Property hereby mongaged, conveyed and assigned to any other security fiver at any time to secure the payment thereof

LAND TRUST		INDIVIDUALS.		
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ss Trustee under Trust Agreement dated	·	Miller S.	10 hours	-
and known as Trust Number	an water was more water with the set springs of the first	THOMAS B. MAR	VINAC	
BY:		ofice n	acres -	-
ls:		KAHEN MARVINA	.c	
County of <u>Kankakee</u> State of Minos				
the undersigned	, a Notary Publi	ic in and for said County, in the State ald	Kesaid, DOHEREBY CERTIFY THA	Ŧ
Thomas B. Maryinac and	Karen Marvinac		personally know	T)
o me to be the same person s	whose names	are subscribed to the f	pregoing instrument, appeared befor	e
me this day in person and acknowledged that	they	signed, sealed and	t delivered the saxt instrument a	S
their free and voluntary	act, for the uses and purpos	es therein set forth, including the releas	e and waiver of the right of homestead	Š
Given under my hand and notarial seal this		July	19 92	۴.
		1 Joseph	nelson	

OFFICIAL SEAL
SHARON L NELSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. IUNE 2,1996

Noticy Public Commission Expires: 6/2/9/6