UNOFFICIAL CORPAN TO BOX 43

COLE TAYLOR BANK

MORTGAGE

	THE MORTGAGOR(S): JOAN OWR, DEVORORD AND NOT SENCE REPARKEED AND KARRELEN MARKOUN, A SENCER HERMAN				
	of the City of PARK FOREST County of COOK and State of ILLINGIS				
	MORTGAGE(S) and WARRANT(S) to COLE TAYLOR BANK, a(n) BANKING CORPORATION to principal place of				
	business in CHICAGO . ILLINOIS				
	LOT ! IN BLOCK 54 IN VILLAGE OF PARK FOREST AREA NO. 5, BEING A				
	SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35 AND THE WEST				
	1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE TRIRD				
	PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.				
	FIN # 31-36-312-001 AKA 254 MINOCQUA, PARK FOREST IL 60466				
	situated in the County of in the State of ILLINOIS				
. ,	TOGETHER with of buildings, fixtures and improvements now or hemister 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.				
\mathcal{O}	The Mortgagors hereby revease and warve all rights under and by virtue of the Homestead Exemption Laws of the State of LILLINGIS and the United States of America.				
<i>/</i> ~ ,	This Mortgage secures the perior nance of obligations pursuant to the Home Equity Line of Credit Agreement dated				
the Mortgagee's office. The Mortgage services not only indebtedness outstanding at the date hereof, if any, but also so future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same exists if such future advances were made on the date of execution hereof, although there may be no advances made at time of execution hereof exists and extraction hereof and although there may be no indebtedness outstanding at the time any advance is made. If					
47	total amount of indebtedness secured hereby may seriouse or decrease from time to time, but the local amount secured hereby				
100	shall not exceed \$ THIRTY THOUSAND AND OU/LINE plus interest thereon and any disbursements made for payment of taxes, special asynchronic region on real estate 23.00 described herein plus interest on such disbursements T\$1111 TRAH 3968 08/11/92 14:14:00				
J.	MONTGAGORS COVENANT AND WARRANT: . \$7796 + A *-92~595033				
Ζ,	1. To pay the indebtedness as hareinbefore provided.				
1.3	2. To maintain the premises in good condition and repair, not to compile or suffer any wasts of the premises, to comply with or cause to be complied with all statutes, ordinances and requirer with of any governmental authority relating to the premises; and to promptly repair, restors, 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 carriers whatsoever; not to remove, demolish.				

- To maintain the premises in good condition and repair, no 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 carried whatsoever; not to remove, demolish, or materially after any building or other property now or hereafter covered by the tion of this mortgage without the prior written consent of the Mortgages.
- To keep the buildings on the premises and the equipment insured for the benefit of this libringages against loss or damage. by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualtris divered by extended fire insursace, all in amounts approved by the Mortgagee not exceeding 100% of the full insuration value and, to the extent required by Mortgegee, 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. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Meilig. ক্রাৰ 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 Mortgages toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mongagors 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. 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 Mortgagnrs and all persons claiming through the Mortgagors
- 6. To permit the Mortgagee and any persons authorized by the Micrigages 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 Mortgages.

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- 8. In the event of default in the performance of any of the Mortgagors' covenants or agreements parein, the Mortgagoe, at the Mortgagoe's option, may perform the same, and the cost thereof with interest at the Mortgagoe's option, may perform the same, and the cost thereof with interest at the indebtedness secured by this mortgagoe and included as part of the indebtedness secured by this mortgago
- 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 inisrepresentation 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 Mortgagoe's security or any right of the Mortgagoe 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 he 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 rime after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, exponention or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such expointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond bring hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the just 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 primetron, presession, 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 livins, if any, taxes, assesments, and insurance and pay all or any part of the indebtedness secured hereby or any description decree.
- 11. In any suit to foreclose the lien of this mortyage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expension which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisant less, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' less, 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 namedies or any of them howsoever often shall not be deemed a warver thereof; and shall inure to the benefit of its successors and assigns
- 14. The party or parties named above as Mortgagor and their respective hoirs, 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	Mortoagors have set their h	ands and seals this	25th day of JULY	19 92	
		i	MAN (X) COM		
	(SE	EAL) X /a?	heller to be and	SEAL)	
STATE OF TULOS) SS.	KATHLEE	. T\$1111 TRAN 3968	123,60 08/11/92 14:14:00 72-595033	
COUNTY OF	<u>) </u>		COOK COUNTY REC		
			, a Notary Public in and to	r the County and	
State aloresaid do hereby	certify that 300 m	<u>ridi.</u>	and Waren is to	2024505	
personally known to me to me this day in person and tary act for the uses and	be the same persons whose acknowledged that they sign purposes therein set forth, in	names are subscribe led, sealed and delive including the release a	d to the foregoing instrument, red the said instrument as the and waiver of the right of hor	appeared before or free and volun- nestead	
Given under my hand	and Notarial seal this		hi ria		
My Commission Expires:	OFFICIAL SEAL PATRICIA A. TYGGO		Notary Public		
4.1293	HOTARY MULIC STATE OF ELLICH MY OPPOSITION COP. MEPT. 12,19	• •			

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