## Acc41377

BANKEONE

Revolving Credit Mortgage

| DRUUE 1.   | SWARTS   | VALTER A   | AND LOU.   | ISE A.  | SWARTSW   | ALTER,   | HIS  | WIFE .   | 10L 8A   | NT TENA  | NTS  |   |
|--|--|--|--|---|---|--|--|--|--|--|--|---|
|  | Make The Table 2   |  | ACDANCE  |   |   |  |  |  |  |  |  |   |
| and the Mortg  | agee BANK  | ONE. L   | AGRANGE  | _ <del>,</del>  |   |  | <del></del>  |  |  | ("Mortgi   | -  | ose addres  |
| 311  | S. ARL   | INGTON I   | HE IGHTS   | RD.   |   | ARLI   | NGTON  | HE IGI   | HTS  | 11,  | 600  |   |
|  |  | (Street)   |  |   | 4   | Cityi  |  |  |  | (State)  | (  | Zip Code)   |
| Mortgagor or Mo  | ortgagor's bei   | neticiary (if i  | applicable: h  | us enlere   | id into a Home  | Equity Lic   | no al Cre  | idit Agresi  | thw Inom   | the Mongag   | <b>७०</b> वंबीव्यं _   | ······································  |
| provides among applicable) until   | the last hasi  | n is <b>s</b> day of   | gee under co<br>the 120th lu   | ertain coni<br>Il calenda   | ir month follow   | ike loan ad<br>ving the da   | tvances<br>ite of the  | tram time<br>Agreemi   | to time to<br>ent.   | Mortgagor o  | r Mortgago   | r's beneficia   |
| This Mortgage is after this Mortga herewith to prote amount available  | age is recorde<br>ect the securit<br>e under the A   | ed with the F<br>ty critis Mo<br>Igreeniont  | Recorder of D<br>intgage or pe<br>exclusive of i   | Deeds of to<br>imitted to<br>interest th  | he County in vibe advanced<br>ereon and per   | which the r<br>in conform<br>imitted or c  | real prop<br>lity with to<br>obligator   | erty desc<br>he Illinois<br>y advanci  | oled bedens<br>Mortgage<br>Iotnem ae   | iw is located in<br>Foreclosure<br>ned above, w  | or advance<br>Agreemen<br>hich may b   | ed in accordant. The maxir  |
| any time and wi  | lich is secure   | d hereby st  | isa negatan  | y time exc  | ceed \$ _ TU,   | 000.00   | <u></u>  |  |  |  |  |   |
| In order to secur<br>and or renewals<br>to the Property (a<br>and the performa<br>Agreement and  | of same, with<br>as hereafter c<br>ance of the co  | h interest th<br>defined) for t<br>ovenants ar   | iereon as pro<br>the payment<br>nd agreemen  | evided in t<br>clincarilie<br>tu of Mort  | the Agreemen<br>ens, taxes, ass<br>igagor contain   | t, the payr<br>tessments<br>ed herein:   | ment of a<br>, insuran<br>and of th  | ill other si<br>ice premii<br>ie Mortag  | ums, with<br>ums or cos<br>or or bene  | interest there<br>sts incurred to<br>eficiary of Mor   | eon, advant<br>or protection   | ced with res<br>n of the Prop   |
| Mortgagor does   |  |  |  |   |   |  |  |  |  | the County   | او   |   |
| COOK   |  |  |  |   | Y5  |  |  |  |  |  |  |   |
| LOT "A" I<br>28 AND TH<br>MERIDIAN,  | E WEST   | F OF SEC   | CTION 2  | 7, TOW  |   |  |  |  |  |  |  |   |
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|  |  |  |  |   |   | 4  | 27   |  | DEPT-0<br>T\$3333  |  |  | 14/92 15  |
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| Common Addres  | ss: 303 A  | ASHWOOD  | DR. 50   | CHAUMB  | URG, IL.  | 6019   | 3  | C  | T\$3333  |  | UUU 097  | 14/92 15  |
| Common Addres  | ss: 303 A  | ASHW00D<br>7-109-0   | DR. 50   | CHAUMB  | URG, IĻ.  | 6019   | 3_   | C  | T\$3333  | TRAN 4)  | UUU 097  | 14/92 15  |
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**UNOFFICIAL COPY** 

3. To keep the Property insured against loss or damage by lire and wind hom? 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 mortgage indebindress encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee if requesting by Mortgagee. Mortgague is hereby authorized to digiest and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued therefor, and to apply such insurance to collect the 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 Propeny.

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-rwelfth (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 priod by the Mortgagee forness 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 Mertgageerms, 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 demand, pay such deficiency.

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

Upon Mortgagor's for funding or sibeneticiary, 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 forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagor rand 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 breach 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 this Mortgage 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 at Mortgage's option may declare all of the sums secured by this Mortgage to be immediately due also pay its elevation further demand and may foreclose files Mortgage by Judicial proceedings.

Any forbearance by Mortgagee in exercision they 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 Mortgage at

This Mortgage shall be governed by the law of the sinue 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 of 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 incit limited to reasonable attorney less and costs, and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such solven proceeds to judgement. Said costs shall be included in the indibtedness secured hereby and become a lien on the Property.

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

Each of the covernants and agreements herein shall be binding upon and shall increase, the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor. Mortgagor's beneficiary (if applicable), and Mortgagor.

In the eventise of the power and authority conferred upon and vested in it as such Trustile such the Mortgagor net personally. But as Trustile aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustile such the Mortgagor hereby warrants that it possesses build power and authority to execute this instrument and it is expressly understood and agreed that nothing continued furtien or in the Note shall be construed as riteating any liability on the Mortgagor personally to pay any and all obligations due under or pursuant to the Agreement or Mortgago, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such highly of any, being expressly waived to Mortgagoe and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgago is presently concerned. Mortgagoe at successor or assigns shall took solely to the Property hereby mortgaged, conveyed and assigned to any other security gives at any time to secure the payment thereof

| LAND TRUST:                                 | INDIVIDUALS:   |
|---|--|
| not personally but                          | 1800 Distant   |
| as Trustee under Trust Agreement dated      | 10/10 COVINAL  |
| and known as Trust Number                   | BRUCE I. SWARTSWALTER  |
|   | LOUISE A. SWARTSWALTER LOUISE A. SWARTSWALTER                              |
| BY:   | LOUISE A. SWARTSWALTER   |
| 115:  |  |
| County of(OO)(                              |  |
| Bruce I Surarten Alter and how              | of for said County in the State aforesaid, DO HEREBY CERTIFY THAT          |
| Bruce I SWANTEN Alter and have              | 162, A. STYPITTSWALTER . personally known                                  |
| to me to be the same person whose name      | subscribed to the foregoing instrument, appeared before                    |
| me this day in person and ucknowledged that | signed, sealed and delivered the said astroment as                         |
|   | rein set forth, including the release and waiver of the right of homestead |
| JANASANANANANANANANANANANANANANANANANANA    | July1992_  |
| " OFFICIAL SEAL "                           | ary Public 13 - 3 .95  |
| MaryBeth McKenna { Note                     | ary Public   |
| NOTARY PUBLIC STATE OF ILLINOIS ( Com       | nmission Expires: 18-3-95  |
| "AY COMMISSION EXPIRES 12/3/93 \$           |  |