UNOFFICIAL COPY Service" Revolving Credit Mortgage

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This Mortgage is made this	23RD dayof 00	FORER 19 92 be	otwoon the Mongagor _ <u>DAVID</u>	W. RITCHIE
MARRIED TO JUDI	TH RITCHIE). And the state of the state o	a videophi a leb er erleva annon a gan de del del de como a le como por que plate en de como la como	producted against to-small find rabbits to securence or
and the Mortgagee BANK ONE,	LAGRANGE	inna a riministri spispi grapit. Pa nannippyaga ko() Maradi ili insenses p	("Mortgagee") whose address is
14 S. LAGRANGE				
(Stroe		(City)		(Zip Code)
includes amony other in this that wo ipplicable) until the last business dath and the mortgage is piven to secure the other this Mortgage is recorded with a crewith to protect the security of this mount available under the Agreement and which is secured hereby order to secure the repayment of the norder to secure the repayment of the norder renewals of same, with interest the Property (as hereafter defined) in the Property (as hereafter defined) in the performance of the covenant greement and in consideration of the tortgage, green and the performance of mortgage, green and the performance of the covenant and the consideration of the tortgage of the covenance o	as the same intigages under certain condition of the 120th full calendar moustanding and unpaid obligations. Advigage or permitted to be a minusclusive of interest thereous any shall interest thereous arrow when outstanding and unpaid indest thereous arrow wided in the stitle payment or prior liens, its and agreements of live 1929 to advance made tither contrant and convey to Mort agrees.	may be modified or extended and some will make loan advances from the part following the date of the Agreer loan to following the date of the Agreer loan to follow in which the real property data and permitted or obligatory advanced in conformity with the lilling and permitted or obligatory advanced from time to have a sees advanced from time to Agreement, the payment of all other taxes, assessments, insurance prepared in the more contained herein and of the More more appropriate that the following described real properties.	d/or renewed from time to time to time to time to Mortgagor or Mortgagor or Mortgagor or Mortgagor or Mortgagor or Mortgagor or Mortgagor below is located or adnois Mortgago Foreclosure Agreances mentioned above, which time under the Agreement and a persums, with interest thereon, a persums or costs incurred for prottagor or beneficiary of Mortgagornade in the future,	("Agreement") which igagor's beneficiary (if form time to time, made vanced in accordance ement. The maximum may be outstanding at any and all extensions idvanced with respect tection of the Property
THE NORTH 1/2 OF OF THE EAST 1/2 (LOT 17 AND ALL OF OF THE SOUTH WEST WNSHIP 38 NORTH, R	and described as LOT 18 IN BLOCK 11 1/4 AND PART OF THE RANGE 12, EPST OF THE	IN LAGRANGE, BEING NORTH WEST, SOUTH	A SUBDIVISION OF RAILROAD, ERIDIAN, IN
ommon Address: 217 S. // operty Tax No.: 18-04-31 O HAVE AND TO HOLD the same of poperty, and all easements, rights, a ached to the real property, all of while this Mortgage; and all of the forego roperty."	13-005 unto Mortgagee, its successo- uppurtenances, rents, royalties lch, including replacements ar	rs and assigns, logether with all th , mineral, oit and gas rights ard pr ad additions thereto, shall be deem	ofits and water rights) and all fixt ed to be and remain a paged the	er erected on the real ures now or hereafter real property covered
ortgagor covenants that Mortgagor e title to the Property against all cla strictions and that the Property is un	tims and demands, subject to a nencumbered except for the ba	any declarations, easements, restri	ctions, conditions and covenants n mortgage held of record by	of record, and zoning
ounty COOK as I	Document No. <u>24890212</u>	8 ("prior mortgage").	₹	
ortgagor further covenants:				
such covenants Mortgagee here for all sums so paid by it for the understood that although Mortg shall constitute a breach of a co	oin may, at its option, do so. Mo e Mortgagor (and Mortgagor's gagee may take such curative ondition of this Mortgage.	ormed under the provisions of any portgagee shall have a claim against beneficiary, if applicable) plus in action, Mortgagor's failure to comupon the Property at all times in go	Mortgagor (and Mortgagor's ber iterest us hereinafter provided; iply with any of the covenants of	neficiary, if applicable) il being specifically if such prior mortgage
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	RD. 60525	GRANGE	noneman ti in tall of the decompany of the second of the s	935/R
orm No. 21 p02/3-92: 1 in 210 (14) in 124 (14) in 24 Land 14: 1 Life 14: 12 L	Buch Buch		⁶ ILLINOIS BANC O	NE CORPORATION 1992

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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 mortgage indebtedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee it requested by Mortgagee. Mortgagee is thereby authorized 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.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 part or all of such excess at such time as it may elect to the principal of indebtedness 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 soid, 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 is 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 be immediately due and payable.

Upon Mortgagor's (or Mortgagor) is 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 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 sur's 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 Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and bayable without further demand and may forecloso the Mortgage by judicial proceedings.

Any forbearance by Mortgagee in exercising try 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 a.

This Mortgage shall be governed by the law of the Strue 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 r. r. at limited to reasonable attorney fees and costs and charges of any sate in any action to enforce any of Mortgagee's rights hereunder whether or not such action 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 herein shall be binding upon and shall inute to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagor's

In the event the Mortgagor executing this Mortgage is an illinois land trust, this Mortgago in er ecuted by Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred 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 contained 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 covenant, either express or implied herein contained, all such liability if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgage in a personally concerned. Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

LAND TRUST:		INDIVIDUALS:		2)
not	personally but	$\sim 10^{-1}$	1 wolff	- -)
as Trustee under Trust Agreement dated		Nov	id No Steller	
and known as Trust Number		DAVID W.	RITCHIE	
ву:		* Qu	with Colit	lu
its:		JUDITH R	ITCHIE .	Elisah
County of <u>COOK</u>				
State of illinois		` *	•	• •
	, a Notary Public in and I			
DAVID W. RITCHIE MARRIED TO JUDI to me to be thu same person CHIE whose	LH RUCHIE AND	JUDITH_RITCH	IE MARRIED TO	personally known
me this day in person and acknowledged that	THEY	subscribed	o the toregoing instrum ad and delivered the	ent, appeared obloze
THEIR free and voluntary act, for the u				
Given under my hand and notarial seal this 23RD	day of0	CTOBER		19.52
		Loina	& Heord	
	Notary	4	OFFICIAL SEAL	
•	Commi	ssion Expires:		

NOTARY PUBLIC STATE OF HLINOIS MY COMMISSION EXP. JULY 31,1996