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COLE TAYLOR BANK

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MORTGAGE

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The MORTGAGOR(S): HAROLD To DUFFY	WAS FITTEN W. INLAT! 1172	MTEP IN MINI ISOMOT
of the City of CHICAGO	County of COOK	and State of ILLINOIS
MORTGAGE(S) and WARRANT(S) to CO	LE TAYLOR BANK a	(n) BANKING CORPORATION its principal place of
business in CHICAGO	ILLINOIS	(n) BANKING CORPORATION its principal place of the Mortgagee, the following described real estate:
LOT 9 IN LAPKUS RESUBDIVE	SION OF PARTS OF LOT	rs 23, 24 AND 37 IN
J. S. HOVLAND'S RESUBDIVE	ISION OF J. S. HOVIA	VD'S 103rd STREET
SUBDIVISION OF THE WEST 1	1/2 AND THE NORTH 1/2	OF THE EAST 1/2 OF
THE NORTH WEST 1/4 OF SEC	TION 14, TOWNSHIP 3	NORTH, RANGE 13,
EAST OF THE THIRD PRINCIP		
PIN # 24-14-102-093 A	-	
situated in the County of COOK		n the State of ILLINOIS
	ve all rights under and by v United States of America.	irtue of the Homestead Exemption Laws of the State of
This Mortgage secures the perior sand	e of obligations pursuant	to the Home Equity Line of Credit Agreement dated
NOVEMBER 16 19 92 Justim	en Mortgagor(s) and Mortg	pages. A copy of such Agreement may be inspected at
the Mortgagee's office. The Mortgage 16 future advances as are made pursuant to as it such future advances were made of time of execution hereof and although it.	companot only indebtedness coch Agreement within two in the data of execution here may be no indebtedness	is outstanding at the date hereof, if any, but also such only (20) years from the date hereof, to the same extent reof, although there may be no advances made at the iss outstanding at the time any advance is made. The ise from time to time, but the total amount secured hereby
shall not exceed \$ SIXTY THOUSAND	AND 00/100	and the second s
plus interest thereon and any disbursem described herein plus interest on such d		Exes, special assessments or insurance on real estate 23.56 ・ 741111 TRAN 1142 11/25/92 14:05:08 ・ 41000 1 ※一タフー888730
MORTGAGORS COVENANT AND WAR	RANT: petore provided.	. \$1000 t ★-92-868730 . 000K COUNTY RECORDER
1. To pay the indebtedness as hereint	petore provided.	2x.
2. To maintain the premises in good o	ondition and repair, not to o	committer suffer any waste of the premises; to comply

- 2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requireman; 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 casurage whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior partition consent of the Mortgagee.
- 3. To keep the buildings on the premises and the equipment insured for the benefit of the wintgages against loss or damage by fire, lightning, windstorm, hall, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgages not exceeding 100% of the full insurable value and, to the extent required by Mortgages, 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 Mortgages. Mortgagors shall deliver to Mortgages with mortgage clause satisfactory to Mortgages all said insurance policies. Mortgagors grant Mortgages 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 Mortgages, be retained and applied by the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
- 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 Mortgagors and all persons claiming through the Mortgagors.
- 6. To permit the Mortgagee and any persons authorized by the Mortgages to enter and inspect the premises at all reasonable times.
- 7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.

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- In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee, at the Murigagee's option, may perform the same, and the cost thereof with interest at % per annum shall immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage
- 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 misrepresentation 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 Mortgagee's security or any right of the Mortgagee 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 be 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.
- 10. Upon or at any time after filing a suit to loreclose this mortgage, the court in which such suit is filed may appoint any qualified person, co-poration or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the 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 price tion, possession, 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 lines, if any, taxes, assesments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- In any suit to foreclose the lien of this mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, apprairiers' fees, surveys, title searches and similar data.
- To pay all costs incurred, including reasonable attorneys less, to perfect and maintain the lien on this mortgage
- The rights and remedies of the Mortgages are cumulative; may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remodies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its secressors and assigns.

14.	The party or parties named above as Mortgagor and their respective heirs, 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 V	WITNESS WHEREOF, Mortgagors have set their hands and seals this 16th, day of NOVEMBER . 19 92
	(SEAL) (SEAL)
	(SEAL) (SEAL) (SEAL)
STA	TE OF
CO	UNTY OFCOOK)
оел	a Notary Public in and for the County and se aforesaid do hereby certify that than 1 To Duffy and Ellen A Duffy Mowy sonally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before
me i	this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and volun- act for the uses and purposits therein set forth, including the release and waiver of the right of homestead.
	Given under my hand and Hoteliel sea this 6 day of NOV 19 90
	Notary Public
Му	Commission Expires: PREPARED BY - COLE TAYLOR RANK
9	PATRICIA A. TYNERU MAIL TO-COLE TAYLOR EALK
	P.O. BOX 9097.4

B. KLIANA FINANCIAL, INC. HICKORY HIRE, IL HLINOIS BANKERS ASSOCIATION, Chicago, IL (All Rights Rose CHICAGO, IL 60690.97(10) This form Approved By