## **UNOFFICIAL COPY**



## REAL ESTATE MORTGAGE

Reference in this document to Affiliated Bank. Affiliated Banc Group or Manufactures Affiliated Trust Company shall mean; Comerica Bank - Illinois

92207236
123,5 12

71	7th		
This Mortgage is made the day of <u>November</u> Herbert Geo.ge Ahrens	19 92	by	
Herbert Geo de Ahrens	and Mignon Ahrens fo	rmerly known as Mignon Ker	nene, his wife
whose address is?73 E.	Lyndale		
Pertol	ake, IL 60164		
(the "Mortgagor") who mortgages and	wairants to / FFILIATED BAN	IK, a state banking corporation, of	3044 Rose Street
Franklin Park, Illinois 60131 (the "Morto			
271 E. Lyndale Northlake	Cook	60164	(street).
hereby releasing and waiving all rights t	under and by virtue of the bi	omesteed laws of the State describ	(2)p_c(300) 
			71.CF 1129
LOT 8 BLOCK 7 IN MIDIAND DEVI	ELOPMENT COMPANY'S NO	RIHIAKE VILLAGE UNIT NO.	
11, BEING A SUPPLYISION OF N	ORTH EAST 1/4 OF NORTH	H WEST 1/4 OF SECTION 32,	
TOWNSHIP 40 NORTH, RANE 12	EAST OF THE THIRD PRI	NCIPAL MERIDIAN EXCEPT	زن
THEREFROM 7 ACRES OF THE LAN	D IN SCHITH WEST CORNE	R OF SAID 1/4 1/4 SECTION	*5
DESCRIBED AS FOLLOWS: BEGIN	NING AT A FOIRE IN CE	MER OF INTERSECTION OF	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )
LYNDALE AVENUE AND BOY AVENUE	E EXTENDED; THEN E SO	OTHER PART OF MICHE	TER S
LINE OF ROY AVENUE: THENCE E	AST 549.10 FERT ALLAN	SOUTH BINE OF NORTH	
FAST 1/4 OF NORTH WEST 1/4 OF	F SAID SECTION; THEM	E NICHT 337.13 FEEL PHONING	ස. ම <b>ර</b> ි
TO CENTER LINE OF ROY AVENUE	; THENCE WEST 549.10 (	ALL AS DOTATE OF RECINATING	TNI
OF NORTH EAST 1/4 OF NORTH W	EST 1/4 OF SAID SECTION	Cat harrond of profitation	T14
COOK COUNTY, ILLINOIS.			

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Chart's Office Parcel Identification Number 12-32-124-008 together with all buildings and fixtures on the property, whether herealter placed or now on the property, therein called the property") to secure performance hereof and payment of a line of credit in the initial amount of Thirty Thousand and 00/100 \_\_\_\_\_\_\_\_ Dollars (\$ 30,000.00 by Mortgagee to Herbert George Ahrens and Mignon Ahrers under and subject to Mortgagee's Home Equity Agreement, and any later modification, amendment, or supplement to the agreement as permitted by its terms, and any luture indebtedness owing under the line of credit, including but not limited to, additional amounts advanced in excess of the amounts stated in this mortgage resulting from an increase in the line of credit or advances made by Mortgagee in excess of the line of credit, (herein called "Debt"), with interest thereon as provided in the Home Equity Agreement, which is incorporated herein by reference

This Mortgage secures, among other things: "revolving credit" as that term is defined in Section 4.1 of Illinois' interest statute (ch. 17 para 6405) or any successor provisions to Section 4.1. It is understood and agreed that this Mortgage will secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, although there may be no advance made at the time of this Mortgage and although there may be no indebtedness oxistanding at the time any advance is made. The lien of this Mortgage, as to third persons without actual notice of such lien, shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder, or, if the property is registered in Torrens, the Registrar of Titles, of the county in which the mortgaged property is located. The total principal amount of revolving credit indebtedness secured by this Mintgage may not exceed \$ 30,000,00 plus interestion such indebtedness, and any disbursements made for the payment of taxes, special assessments, or insurance on the mortgageri property, with interest on such disbursements

## Mortgagor promises and agrees NOFFICIAL COPY

- 1. To keep the property insured against lite, windstorm, flood and such other hazards as Mortgagee may require, in an amount and manner with companies approved by Mortgagee and with the proceeds made payable in the policies to Mortgagee, and to deliver all policies to Mortgagee. Any insurance proceeds received by Mortgagee may be retained by it and may at any time or from time to time be applied by it on the Note and shall constitute payment on the Debt only to the extent so applied.
- 2 To pay all taxes, assessments and water rates levied on the property within 90 days from the first due date thereof and to deliver the receipts therefor to Mortgagee, and to remove promptly any other liens on the property, except (a) liens given to Mortgagee, and (b) liens specifically referred to above.
- 3. To keep the property in good repair.
- 4 That if Mortgagor defaults in the performance of any of the duties imposed by the above covenants. Mortgagee may perform the same and all sums paid by it therefor shall be due and payable by Mortgagor from the time of their payment by Mortgagee with interest thereon at the highest rate as specified in the Debt, and such sums shall be secured by this Mortgage.
- 5. Mortgagee shall notify Mortgagor prior to accelerating the debt following Mortgagor's default. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require payment in full and shall have the right to foreclose the lien of this Mortgage in accordance with law, in equity, or otherwise. Mortgagee shall be entitled to collect ait expenses incurred in pursuing the remedies provided by this paragraph, including, but not limited to, reasonable attorney's fees and costs of the title evidense.
- 6. The term "default" means failure of any of Mortgagor's agreements herein, failure to pay any money due hereunder or under the Debt, and Mortgagor's default in any security instrument having priority over this Mortgage. The term "Mortgagee" includes Mortgagor's successors and assigns, and the term "Mortgagor" includes and binds the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
- 7. In the case of foreciosure by Mortgagee, there shall be allowed all court costs and expenses (which may be estimated as to items to be expended after entry of decree) incurred by Mortgagee, including without limitation reasonable attorneys' fees, stenographers' charges, costs of produring any title commitment and continuations of such title commitment, opinion on title or title insurance policy and continuations of such opinion or policy. Torrens certificates and similar data and assurances with respect to title covering said for achistic proceedings, cost of any survey, all costs and expenses of procuring testimorily and evidence, and all costs and expense secured by Mortgagee in or with respect to any such such or proceeding, or in the preparation thereof.

All fees and expenses allowable pursuant to this Nortgage, together with interest on such fees and expenses from the date of payment of such fees and expenses, shalf the additional indebtedness secured by this Mortgage and shall be a lien on the mortgaged property. Any decree foreck sing this Mortgage shall provide for the payment out of the proceeds of any sale made pursuant to any such decree in the following order: (a) all costs and expenses described in the proceeding paragraph with interest as herein provided; (b) all money advanced by Mortgagee for any purpose authorized in this Mortgage, with interest as herein provided; (c) all accrued interest on the indebtedness hereby secured, (d) the principal balance at such time remaining unpaid under the Mortgager's Home Equity Agreement; and (e) any surplus shall be paid to Mortgagor. In the event that, after legal proceedings and instituted to foreclose the lien of this Mortgage, small be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, such expensions to the additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

Herbert George Ahrens	Man and China	
Herbert George Ahrens	Miggan Ahrens, cormerly known as	
	Mignon Kernene	
STATE OF ILLINOIS  COUNTY OF COOK ) ss.	Co	
The loregoing mortgage was acknowledged before me this by Herbert George Ahrens and Mignon Ahrens	7th day of November 19 92	
My commission expires  "OFFICIAL SEAL"  Mark Hodawanic  Notary Public, State of Illinois  My Commission Expires 9/3/95	Notary Public, Cook County, Illinois	
This instrument was prepared by:	After recording to:	
Godwin Carmona for Comerica Bank-II.	Comerica Bank-II./ Attn: Suzanne Cuddy	
8700 N. Waukegan Road	8700 N. Waukegan Road	
ADDRESS Morton Grove, IL 60053	Morton Grove, IL 60053	