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TAYLOR BANK

## MORTGAGE

THE MODIFIE OF STATE OF MILLIAM D. MILLIAR AND CAROL A. I	CILLER, HIS WIFE, AS JOINT TOWNTS
of the City of SKOKIE County of C	OOK sand State of ILLINOIS
MORTGAGE(S) and WARRANT(S) to COLE TAYLOR BANK	, a(n) BANKING CORPORATION its principal place of
business in CHICAGO ILLINOIS LOTS 124 AND 124 IN GEROGE F. NIXON A	AULLER, HIS WIFE, AS JOINT TENANTS  OOK  and State of  the Mortgages, the following described real estate  ND COMPANY'S NILES CENTER
GARDENS ADDITION TO HOWARD LINCULN AN	D CICERO, A SUBDIVISION OF
PART OF THE SOUTH EAST 1/4 OF SECTION	28, TOWNSHIP 41 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERID	IAN, IN COOK COUNTY, ILLINOIS. 92941912
PIN# 10 28 406 027; 10 28 406 028 C/	K/A 5030 BIRCHWOOD, SKOKIE, IL
situated in the County ofCOOK	in the State of ILLINOIS
TOGETHER with eli buildings, fixtures and improvements rents, lesues, and profice, and all right, title, and interest	now or hereafter erected thereon, the appurtenances thereto, the of the Mortgagors in and to said real estate.
The Mertgagors hereby release and waive all rights under ILLINOIS and the United States of	r and by virtue of the Homestead Exemption Laws of the State of America.
	pursuant to the Home Equity Line of Credit Agreement dated
NOVEMBER 24 19 92 petween Mortgagor(s)	and Mortgagee. A copy of such Agreement may be inspected at
the Mortnagee's office. The Mortgage (ecures not only in	debtedness outstanding at the date hereof, if any, but also such
fixure advances as are made pursuant to such Agreement	within twenty (20) years from the date hereof, to the same extent
as if such future advances were made on the date of six	ocution hereof, although there may be no advances made at the
time of execution herew and annough their way of no	ndebtedness outstanding at the time any advance is made. The or decrease from time to time, but the total amount secured hereby
shall not succeed \$ SEVENTY THOUSAND AND OUT CO	And the same and t
plus interest thereon and any discursements made for pa	of taxes, special approximents companies on real estate 25.00
described herein plus interest on such disbursements.	. T66666 TRAN 1153 12/16/92 16:01:00 . 01553 0 92-941912
MORTGAGORS COVENANT AND WARRANT:	COOK COUNTY RECORDER

- To pay the indebtedness as hereinbefore provided.
- To maintain the premises in good condition and repair, not to countril or suffer any waste of the premises; to comply 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 cazuring whatsoever; not to remove, demolish, or materially alier any building or other property now or hereafter covered by the item of this mortgage without the prior written consent of the Mortpages.
- 3. To keep the buildings on the premises and the equipment insured for the benefit of the Wortgages 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 insulable and, to the extent required by Mortgages, against any other risk insured against by persons operating like proportion. 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 Mortgagee all said insurance policies. Mortgagors grant Mortgagor 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 Mortgagors 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 tiens 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 Morigagors.
- To permit the Mortgagee and any pursons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
- Not to assign the whole or any part of the rants, income or profits arising from the premises without the written consent 7. of the Mortgagee.

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- 9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgages 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 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, figuidator 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 fortiwith be collected by suit at law, foreciosure 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 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 turn) the pendency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, ex 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 presistion, possession, control and operation of the premises during the whole of said period; and the receiver out of such cases and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate livins, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any delibercy decree.
- 11. In any suit to foreclose the lien of this mortgar/e there shall be allowed and included as additional indebtedness in the decree for sale tall expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraired fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' fees, 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 remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its ariorssoors 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 here n, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

	(SEAL)	Mann How	OVEHBER 19 92 (SEA
	(SEAL)	WILLIAM D. WILLER	SEA (SEA
TATE OFULLINOIS		CAROL A. MILLER	C
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COUNTY OF COOK	**************************************		
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