

# UNOFFICIAL COPY

92302192

Michael E. Welch and Bridget M. Welch, His Wife 6208 N. Maplewood Avenue Chicago, Illinois 60659	This instrument was prepared by (Name) Mariann Mainiero (Address) 2720 W. Devon, Chicago, IL 60659
FIRST COOK COMMUNITY BANK, F.S.B. 2720 WEST DEVON AVENUE CHICAGO, ILLINOIS 60659 PHONE: 312-761-2700	
<b>MORTGAGEE</b> "You" means the mortgagor, its successors and assigns.	

**REAL ESTATE MORTGAGE:** For value received, I, Michael E. Welch and Bridget M. Welch, His Wife, mortgage and warrant to you to secure the payment of the secured debt described below, on April 24, 1992, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

**PROPERTY ADDRESS:** 6208 N. Maplewood Avenue, Chicago, Illinois 60659

(Street)

(City)

(Zip Code)

**LEGAL DESCRIPTION:**

Lot 18 in Block 2 in Devon and Maplewood Addition to North Edgewater, being a Subdivision of the West 1/4 (except the Southwest 1/4 thereof) of the East 1/2 of the Northeast 1/4 of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.T.N. 13-01-212-032

. DEPT-01 RECORDING \$23.00  
 . T#2222 TRAN 3382 05/04/92 14:53:00  
 . #5839 + B #—92—302192  
 COOK COUNTY RECORDER

**92302192**

located in Cook County, Illinois.

**TITLE:** I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and N/A

**SECURED DEBT:** This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

**Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

**Revolving credit loan agreement dated April 24, 1992**, with initial annual interest rate of **7.50 %**. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on April 24, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:

Forty Nine Thousand and No/100 Dollars (\$ 49,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

**Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

**TERMS AND COVENANTS:** I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial  Construction  Home Equity Line of Credit

**SIGNATURES:**

Michael E. Welch  
Michael E. Welch

Bridget M. Welch  
Bridget M. Welch

**ACKNOWLEDGMENT:** STATE OF ILLINOIS Cook, County of \_\_\_\_\_,

The foregoing instrument was acknowledged before me this 24th day of April, 1992  
by Michael M. Welch and Bridget M. Welch

Corporate or  
Partnership  
Acknowledgment

of \_\_\_\_\_  
 a \_\_\_\_\_

(Name of Corporation or Partnership)

on behalf of the corporation or partnership

My commission expires:

(State)



(Notary Public)

ILLINOIS

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1. **Payments.** I agree to make all payments on the secured debt when due. Unless we have agreed otherwise, any payments you receive from me or for my benefit will be applied first to any amounts due on the secured debt for any reason, if will not reduce any balance of interest or principal, second, to interest due and then to the principal payment of the secured debt.
2. **Claims Against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against persons who supply factor or materials to improve the property.
3. **Insurance.** I will keep the property in good condition and make all repairs reasonably necessary.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court, I will pay these amounts to you as provided in Coverage 10 of this instrument.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligee available by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment of the amount due under this mortgage.
7. **A Assignment of Rents and Profits.** I assign to you the rents and profits of the property under this mortgage in writing. I may collect them to be received in a reasonable manner. You may do whatever is necessary to protect your security in the property. This may include completing the construction of the property, assessing it for insurance, paying my name or any amount of necessary property taxes or any other taxes or costs of maintaining the property, including court costs and attorney fees.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholders: Contractual Clauses; Planined Unit Developments; Formation for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sue my name or pay any amount of necessary property taxes or any other taxes or costs of maintaining the property, including court costs and attorney fees.
10. **Authority of Mortgagor to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed in a reasonable manner. You may do whatever is necessary to protect your security in the property. This may include completing the construction of the property, assessing it for insurance, paying my name or any amount of necessary property taxes or any other taxes or costs of maintaining the property, including court costs and attorney fees.
11. **Inspection.** You may enter the property to inspect it you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** Such proceedings or any award of claim for damages connected with a condemnation or other taking of all or any part of the property, such as condemnation of a road or bridge, will be applied as provided in Coverage 1. This assessment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not waive your rights to later consider the event if it happens again.
14. **Joint and Several Liability; Co-Signers; Successors and Assigns.** Such a change will not release me from the terms of this mortgage. You do not co-sign and my co-signer may extend, modify or make any changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by certified mail to your address on page 1 of this mortgage, or to any other address which you have given in the manner set above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property or any interest in it is sold or transferred without your written consent, you may demand immediate payment of the secured debt. However, you may not demand payment in the above situations if it is sold a natural person and a beneficial interest in the mortgage is sold or transferred. Without your written consent, you may also demand payment in the above situations if it is sold or transferred by a corporation or a partnership.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me, I agree to pay all costs to record this mortgage.