9230804NOFFICIAL COPY MORTGAGE? 2 3 0 8 0 4 2

	MO	RTGAGE? 2 3	0 8 0 4 2
of the City of Glenvin	Thomas F. Schuler and Joseph Gounty of HANT(S) to CAPITOL BANK AN Illinois	Cook D TRUSEn) IL Bankin	wife Ind State of Illinois Gorp. with its principal place of gee, the following described real estate:
Southwest 1/4 of So the Third Principal	in Glenview Estates Unit ection 28, Township 42 No Meridian, in Cook Count Property Address: 17	rth, Range 12 East y, Illinois.	of
situated in the County of	Cook	in the State of .	Illinois
TOGETHER with all build		low or hereafter erected	thereon, the appurtenances thereto, the
	elease and waive all rights under		nestead Exemption Laws of the State of
This Mortgage secures	he parformance of obligations r	pursuant to the Home E	Equity Line of Credit Agreement dated
the Mortgageo's office. To future advances as are mass if such future advance time of execution hereof total amount of indebtedness.	ne Mortgege secures not only ind ade pursuant to such Agreement to a were made on the date of executed and although there may be no in less secured hereby may lacrease of	lebtedness outstanding within twenty (20) years to within twenty (20) years to within thereof, although to debtedness outstanding or decrease from time to to the content of the took of the content of t	of such Agreement may be inspected at at the date hereof, if any, but also such from the date hereof, to the same extent here may be no advances made at the at the time any advance is made. The time, but the total amount secured hereby
shall not exceed \$ 99,5	00.00 - Ninety Nine Thous	sand Five Hundred	and 00/100
plus interest thereon and described herein plus int	any disbursements made to: pay prest on such disbursements.	ment of taxes, special a	ssessments of insurance on real estate 227-01 RECURDING 141010 TRAN 1326 05/06/92 10:32:0
NORTGAGORS COVENA		0,	
1. To pay the indebted	ness as hereinbefore provided.	040	COOK COUNTY RECORDER
2. To maintain the prer with or cause to be the premises; and to the lien of this more	nises in good condition and repair compiled with all statutes, ordinar promptly repair, restore, replace, page which may be damaged or only building or other property now of	r, not to commit or sune nose and requirements of or rebuild any part of the lestroyed by any cesualt	or any waste of the premises; to comply of any governmental authority relating to the premises now or hereafter subject to y whatsoever; not to remove, demolish, a lien of this mortgage without the prior
3 To keep the buildings	on the premises and the equipme	nt insured for the benefit ehicles, smoke and other	of the Mortgagee against loss or damage reasulties covered by extended fire in-

- 3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualities covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, 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 Mortgagee. Mortgagers shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagers grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming pay (1) thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee 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 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 Mortgagee 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 Mortgages.

- 9. 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 fall 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 intermitted a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, concration or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such (occlintment 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 sell 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 protection, 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 lients, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- 11. 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, apprecisers' 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 suchersors 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 WITNESS WHEREOF, Mortgagors have set their hands a	nd seals this 17th / day of April 1992
THE VIEW CONTROL THE	
Thomas F. Schuler (SEAL)	Joy A. Schuler (SEAL)
(SEAL)	(SEAL)
STATE OF	Co
COUNTY OF Cook) SS.	
I, Lovena Peterson	, a Notary Public in and for the County and
State aforesaid do hereby certify that Thomas F. Schule	
personally known to me to be the same persons whose names me this day in person and acknowledged that they signed, sea tary act for the uses and purposes therein set forth, includin	iled and delivered the said instrument as their free and volun-
Given under my hand and Notarial seal this 17th	day of April , 19 92 .
	Sovera Geterso
*******************	Notary Public
My Commestor File [4]. SEAL" }	· · · · · ·
LOVENA PETERSON	
SMOTARY DOTATION OF BUILDINGS ₹	

Reorder From ILLIANA FINANCIAL, INC., P.O. Box 1227 Hickory Hills, IL. 80455-0227, (708) 598-9000 This Porm Approved By The Illinois Benturs Association 92208042

My Commission Expires 07/01/92