

UNOFFICIAL COPY

The MORTGAGOR(S): Elizabeth M Sands, a widow and Michael Sands, of the City of River Forest, County of Cook, and State of Illinois MORTGAGE(S) and WARRANT(S) to Berwyn National Bank, a(n) National Bank with its principal place of business in Berwyn, Illinois, the Mortgagee, the

following described real estate situated in the County of Cook in the State of Illinois: UNIT 3E AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE HERINAFTER REFERRED TO AS PARCEL: LOT 4 (EXCEPT THE NORTH 40 FEET) AND ALL OF LOTS 5, 6, 7, AND THE NORTH 3 FEET OF LOT 8 IN BLOCK 4 IN PART OF RIVER FOREST BEING A SUBDIVISION OF PART OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS SURVEYED FOR THE SUBURBAN HOME MUTUAL LAND ASSOCIATION ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JUNE 23, 19 AS DOCUMENT 1291334 IN BOOK 43 OF PLATS PAGE 20 IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT A 1 THE DECLARATION OF CONDOMINIUM MADE BY RIVER FOREST STATE BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER A TRUST AGREEMENT DATED MAY 28, 1970 AND KNOWN AS TRUST NO. 1641 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 22296294, TOGETHER WITH 3.1% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL THE SPACE AND PROPERTY COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND PLAT OF SURVEY.

THIS INSTRUMENT PREPARED BY: Berwyn National Bank Joyce Boudnek 7112 W. Cermak Road Berwyn, Illinois 60402

Permanent Tax No. 15-12-116-025-1013 commonly known as 410 Ashland Ave Unit 3E (Street), River Forest (City), Illinois, 60305 (Zip Code), ("Premises")

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagor(s) in and to said real estate. The Mortgagor(s) hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement and Note dated June 1, 1992, 1992 (hereinafter called "Note") between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future 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 execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total

amount secured hereby shall not exceed \$ fifty thousand (50,000.00) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements. DEPT-01 RECORDING \$23.00 T2222 TRAN 5814 06/03/92 12:33:00

MORTGAGOR(S) COVENANT AND WARRANT: 02088192 #2299 # B * - 92 - 388492 COOK COUNTY RECORDER

- 1. To pay the indebtedness as hereinbefore provided.
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 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 casualty 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 written consent of the Mortgagee.
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 casualties 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. Mortgagee shall deliver to Mortgagee with Mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagor(s) grant Mortgagee 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 Mortgagee toward the payment of the moneys secured by this Mortgage or be paid over wholly or in part to the Mortgagor(s) 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. Mortgagor(s) 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 Mortgagor(s) and all persons claiming through the Mortgagor(s).
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 Mortgagee.
8. In the event of default in the performance of any of the Mortgagor(s) covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at R + 2 1/2 % per annum shall immediately be due from Mortgagor(s) to Mortgagee and included as part of the indebtedness secured by this Mortgage.
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 Mortgagor(s) fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement, (b) if Mortgagor(s) have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagor(s) 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 Mortgagor(s) 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 Mortgagor(s) for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagor(s) 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 foreclose this Mortgage, the court in which such suit is filed may appoint any qualified person, corporation 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 Mortgagor(s), 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 liens, 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, appraisers' 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.

Handwritten initials or signature.

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- 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 successors 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 "Mortgagor(s)" shall include all parties executing this Mortgage, their respective heirs, personal representatives, and assigns.
- 15. To keep the Property free of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601, et seq. (the Hazardous Materials Transportation Act), as amended (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §9601 et seq.), and in the regulations adopted, and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation.

(Individuals sign here)

IN WITNESS WHEREOF, Mortgagor(s) have set their hands and seals this 1st day of June, 1992.

X Elizabeth M. Sands (SEAL) X Michael Sands (SEAL)
 Elizabeth M. Sands Michael Sands
 _____ (SEAL) _____ (SEAL)

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

I, MARK S. JERRY JR
 a Notary Public in and for the County and State aforesaid do hereby certify that Elizabeth M. Sands and Michael Sands personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 1st day of June, 1992.

My Commission Expires: _____



Mark S. Jerry Jr
 Notary Public

(Trustee's Sign Here)
 THIS MORTGAGE is executed by the _____, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said _____ hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said _____

_____ personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said _____ personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, _____, not personally but as Trustee as aforesaid, has caused these presents to be signed by its _____, and its corporate seal to be hereunto affixed and attested by its _____ the day and year first above written.

_____ As Trustee as aforesaid and not personally,

By _____
 Attest _____

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, _____ a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that _____ of the _____, and _____ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19____.

My Commission expires: _____ Notary Public

MAIL TO:
Box 284
First National Bank of Cicero
6000 W. Cermak Road
Cicero, Illinois 60650

Place in Recorder's Office Box Number _____

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FIRST BOSTON

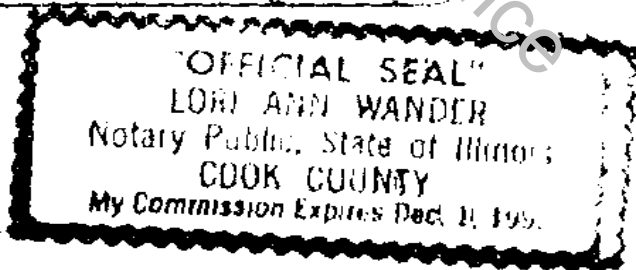
STATE OF ILLINOIS

COUNTY OF COOK

I, LORI ANN WANDER, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT MICHAEL SANDS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS HIS FREE AND VOLUNTARY ACT FOR THE PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 1st DAY OF JUNE, 1992

Lori Ann Wander
NOTARY PUBLIC



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