UNOFFICIAL COPY 93432834 9 3 4 3 2 8 5 4



BANK FONE

Revolving Credit Mortgage

This Mortgage is made this 3rd day of	JUNE 1993	between the Mortgagor	a kinda shirin sanaha sanaha sanah sanaha sanah
ROBERT WILLIAMSON AND LOIS B. WILLIAMSON,	, husband and wife as join	it tenants	and the state of t
and the Mortgages BANK ONE, WILMETTE		("Mortanaee"	1 whose original is
	WILMETTE,		60091
(Street)	(City)	(Sinte)	(Zip Code)
Mortgagor or Mortgagor's beneficiary (if applicable) has enter	• ••		• •
1 1 1001	ame may be modified or extended inditions will make loan advances from the control of the contro	d and/or renewed from time to time on time to time.	("Agreement") which
This Mortgage is given to secure it is outstanding and unpaid ob after this Mortgage is recorded with the Recorder of Deeds of herewith to protect the security of this Mortgage or permitted to amount available under the Agreement, sodusive of interest the	the County in which the real proper be advanced in conformity with the hereon and permitted or obligatory	irty described below is located or adv e Illinois Mortgage Foreclosure Agrec	ranced in accordance Binent. The maximum may be outstanding at
any time and which is secured hereby shall not at any time ex			L)
In order to secure the repayment of the outstanding and unpair and/or renewals of same, with interest thereon as projected in to the Property (as hereafter defined) for the payment of prior he and the performance of the covonants and agreements of Mor Agreement and in consideration of the advances made either	the Agreement, the payment of all ens, taxes, assessments, insurance agapt contained herein and of the	l other sums, with interest thereon, a 6 premiums or costs incurred for prote Mortagor or beneficiary of Mortgago	dvanced with respect sction of the Property
Mortgagor does hereby mortgage, grant and convey to Mortg. COOK , State of ILL IND			• • • • • • • • • • • • • • • • • • •
PLAT THEREOF RECORDED APRIL 25, 1922, AS I		. DEPT-01 RECORDING . T96666 TRAN 4482	06/08/93 14:26:00 3-432834
Common Address: 134 ROBSART RD. KENILWORTH, IL	Quig-1413		فاجتبارتها فالدميكانة وإيالتان كالإواويل أستكاني
Property Tax No.: 05–27–300–029 TO HAVE AND TO HOLD the same unto Mortgagee, its succe property, and all easements, rights, appurtenances, rents, roya attached to the real property, all of which, including replacement by this Mortgage; and all of the foregoing, together with said pro "Property".	alties, mineral, oil and gas rights and ts and additions thereto, shall be de	id profits and water rights and all fixturemed to be and remain a print of the r	res now or hereafter eal property covered
Mortgagor covenants that Mortgagor is lawfully seized of the P the title to the Property against all claims and demands, subject restrictions and that the Property is unencumbered except for the CHICAGO TITLE AND TRUST CO	it to any declarations, easements, re	estrictions, conditions and covenants of the mortgage held of record by	
County COOK as Document No. 2153726	67 ("prior mortgage").		DXV
Mortgagor further covenants:		•	71 - 7
1 To perform all the covenants on the part of Mortgagor to be such covenants Mortgagee herein may, at its option, do so for all sums so paid by it for the Mortgagor (and Mortgag understood that although Mortgagee may take such cura shall constitute a breach of a condition of this Mortgage.	o Mortgagee shall have a claim agai gor's beneficiary, if applicable) plu alive action, Mortgagor's failure to c	inst Mortgagor (and Mortgagor's bene is interest as hereinafter provided;	aticiary, if applicable)
 Yo keep and maintain all buildings now or hereafter situal waste upon said Property 	ed upon the Property at all times in	n good rapair and not to commit or su	fler to be committed
This instrument prepared by and to be returned to Bank One, _ Address:	WILMETTE 1200 CENTRAL	CANDA CASO	
	WILMETTE, IL. 60091	erary Fublic, Commercial Students of Electronic	ge {
Form No. 21002/3 92	ATTN: ROBERTA S. I	LUISOFF	É COMPONATION 1982

93437834

LAND TRUST:

UNOFFICIAL COPY

3.To keep the Property insured against loss or damage by fire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee if requested by Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued therefor, and to apply such proceeds as a credit upon any part of the Indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the damaged Property.

4.To pay all taxes and assessments against said Property as the same shall become due and payable or, at the request of the Mortgagee, to pay to Mortgagee on each installment date a sum equal to the sum of one-twelfth (1/12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Mortgagee. Said deposits shall be without interest paid by the Mortgagee (unless required by law) and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor. Mortgagee assumes no responsibility for the validity of any tax or assessments.

In the event such deposits exceed the amount required for the payment of taxes and assessments, the Mortgagee may apply a part or all of such excess at such time as it may elect to the principal of indebtodness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Mortgagor shall, on demand, pay such deficiency.

If all or any part of the Property or an interest therein (including beneficial interest in the fand trust, if applicable) is sold, assigned, transferred or further encumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thereby secured) without Mortgagee's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagor's (or Mortgagor's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums recured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagor (and Mortgagor's beneficiary, if applicable) specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed, by which such or each must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceeding and safe of the Property. If the breach is not cured on or before the date specified in the notice, Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings.

Any forbearance by Mortgagee in exercising ripy right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by Mortgages.

This Mortgage shall be governed by the law of the Statute Chapter 17, Sections 8405, 6406 and 6407; and 312.2. In the event that any previsions or clause of this Mortgage, or Agreement conflicts with then applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provision, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgagor shall be liable to Mortgagee for all legal costs, including out inclimited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such action proceeds to judgement. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

Mortgagor (and the beneficiary of Mortgagor, if applicable) hereby waives of right of homestead exemption in the Property.

Each of the covenants and agreements herein shall be binding upon and shall inuted the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor is beneficiary (if applicable), and Mortgagoe

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage's elecuted by Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and fit is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay any and all obligations due under or pursuant to the Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any coverhant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any light or security hereunder, and that so far as Mortgagor, as personally concerned. Mortgagee, its successor or assigns shall look solely to the Property hereby nortgaged, conveyed and essigned to any other security of any time to secure the payment thereof.

not personally but

INDIVIDUALS:

as Trustee under Trust Agreement dated and known as Trust Number		ROBERT WILLIAMSON
BY: its:		LOIS B. WILLIAMSON
State of Illinois	, a Notary Publi	ic in and for said County, in the State aforesaid, DO HEREBY CER/IFY THAT
33	de en se seculio e se ser este e en 1 de en 100 de	personally known
to me to be the same person	whose name	subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that	ct, for the uses and purpos	signed, sealed and delivered the said instrument as es therein set forth, including the release and waiver of the right of homestead
CARO C. GREGG Notary Public, Cook County State of Illinois My Commission Expires 2-20-95	day of	Notary Public Commission Expires: 2-2095