## UNOFFICIALLE COPY

The MOSTGAGORISH SETER DEPLOTE	Ali Alejak er Skilevica, m	CHAND AND SUPE. AS CO.M. TENANTS
		, and State ofILLINOIS,
		n) BANKING COPPORATION with its principal place of
		, the Mortgagee, the following described real estate:

SEE SCHECKLE A ATTACHED

93438260

125.50

DEPT-01 RECORDING

		•	T#6666 TRAM 4576 06/09/9: #1183 # **- タゴー43: COOK COUNTY RECORDER	8260
situated in the County of		in the State of	ILLINOIS	
TOGETHER with all ordicing rents, issues, and profits at	s, fixtures and improvement and all right, title, and interes	s now or hereafter erected tof the Mortgagors in and	thereon, the appurtenances the to said real estate.	irelo, the
The Mortgagors hereby rela	and waive all rights und	er and by virtue of the Hor	mestead Exemption Laws of the	State of
ILLINOIS	gad the United States of	f America.		ي
This Mortgage secures the	performance of obligations	pursuant to the Home I	Equity Line of Credit Agreeme	nt dated 🔑
the Mortgagee's office. The future advances as are made as if such future advances withing of execution hereof and	Mortgage secules not only in pursuant to such Agreement were made on the darkers of the darkers	indebtedness outstanding nt within twenty (20) years secution hereof, although in indebtedness outstanding	of such Agreement may be insp at the date hereof, if any, but a from the date hereof, to the sam there may be no advances mad at the time any advance is ma ime, but the total amount secure	iso such () ne extent () to be at the () add. The
shall not exceed \$IYEN plus interest thereon and an described herein plus interest	y disbursements made for p	on/100 ayn ent of taxes, special a	ssessments or insurance on re-	al estaja
MORTGAGORS COVENANT	AND WARRANT:		{	V M

- 1. To pay the indebtedness as hereinbefore provided.
- 2. To maintain the premises in good condition and repair, not to commit or outfer any waste of the premises; th/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 eiter any building or other property now or hereafter covered by the lieu 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 Mongager against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covared 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 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 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.
- To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
- 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.

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8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at \_\_\_\_\_\_18\_0% per annum shall immediately be due from Mortgagors 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 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 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, foreciosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.

Upon or at any time after filing a suit to fereclose 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 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 lient, 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 lies, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys fees, to perfect and maintain the lien on this morngage
- 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 remartles 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 heils, 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.

parties executing this mortgage, their respective heirs, pe	ersonal representatives, and assigns.
IN WITNESS WHEREOF, Mortgagors have set their hands an	d seals this28tr/Jav ofMAY
(SEAL)	Milor Spiloso (SEAL)
(SEAL)	PETER SPILOTRO  X // (SEAL)  SAUNDRA L. SPILOTRO
STATE OF	
COUNTY OF COOK	
I. MARGARET M. MCCUE	, a Notary Public in and for the County and
State aforesaid do hereby certify that PETER SPILOTRO personally known to me to be the same persons whose names a me this day in person and acknowledged that they signed, sealed tary act for the uses and purposes therein set forth, including	are subscribed to the foregoing instrument, appeared before and delivered the said instrument as their free and volun-
Given under my hand and Notarial seal this28TH	day of MAY 1993.
MAIL TO	Margaret M Melice

## **UNOFFICIAL COPY**

## SCHEDULE A

LOT 1083 (EXCEPT THAT PART OF SAID LOT LYING WESTERLY OF A LINE RUNNING NORTHWESTERLY FROM A POINT IN SOUTHERLY LINE OF SAID LOT, 100 FEET NORTHEASTERLY OF SOUTHWESTERLY CORNER THEREOF TO A POINT IN THE NORTHERLY LINE OF SAID LOT, 52 FEET SOUTHEASTERLY OF NORTHERLY CORNER THEREOS) IN BLOCK 23 IN THIRD DIVISION OF RIVERSIDE IN SECTION 36, TOWNSHIM 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN # 15 36 200 047

ENSTONE

OF COUNTY CLERK'S OFFICE COMMON ADDRESS: 416 CHENSTONE ROAD, RIVERSIDE, IL. 60546