EANK EONE.

93608119

Service

Revolving Credit Mortgage

and the Martgagee BANK ONE. CHICAGO. NA. ("Mortgagee") whose address of the Martgage of Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with his Mortgage's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with this Mortgage's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with his Mortgage's beneficial applicable) and the first Submarks day of the 120th full calendar month following the date of the Agreement. This Mortgage is priven to secure in custianding and unpaid bibligately para advances made or to be made guestiant to the Agreement. This Mortgage's is given to secure in custianding and unpaid bibligately paid advances made or to be made guestiant to the Agreement from the first Mortgage's recorded with the Recorder of Deeds of the County in which the real property described below is focated or advanced in accordance in the Mortgage's recorded with the Recorder of Deeds of the County in which the real property described below is focated or advanced in accordance in a specific parameter of the agreement, and the Agreement and property described below is focated or advanced in accordance and the Agreement and the property described below is focated or advanced in accordance and the property of the custom and/or renewals of same, with interest previour as yill respectively. The Agreement is accorded to the Mortgage of the interest thereon and property of the security of the described of the Mortgage of the interest thereon and property of the security of the Mortgage of the Mortgage of the mortgage of the property of the security of the described as biology? I all of the Agreement and in consideration of the other accordance and with the Agreement and in consideration of the other accordance and the security of the s					/mid/4	
Mortgagor or Mongagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgage dated JUNE 25, 1993 as the same may be modified or extended and/or renowed from time to time ("Agreement") and the satisfactors and applicable) until the last business and agree of the time of the same of						
JUNE 25, 1993 as the same may be modified or extended and/or renewed from time to time ("Agreement") provides among other things has Mortgaged under certain conditions will make loan advances from time to time to Mortgagor of		(Street)	(City)		(State)	(Zip Code)
This Montgage is given to social mit outstanding and unpeid obligatory loan advances made or to be made pursuant to the Agreement from the catter ins Montgage is recorded with the Recorder of Deeds of the Courty in which the toal property described below is coated or advanced in accordance to the county of the county of the social of advanced in accordance of the contornaty with the fillions Montgage Foredosure Agreement. The maximum available under the Agreement, accordance the contornaty with the fillions Montgage Foredosure Agreement. The maximum available under the Agreement of the outstanding and unpaid indebtodness activanced from the first manufact the Agreement and any time and which is secured the repsy shalf to a large time and or renewals of same, with interest themeon as provided to the Agreement, the payment of all other some, with interest themeon as provided the Maximum and the the Agreement and any with interest themeon as provided to the Agreement, the payment of all other some, with interest themeon as provided to the Agreement, the payment of all other some, with interest themeon as provided to the Agreement and in consideration of the advances made other controlled theme and of the Maximum and Controlled to the Provided themeon as provided to the Agreement and on the Maximum and Controlled themeon as provided in the Agreement and in consideration of the advances made other controlled themeon and the Maximum and Controlled the Agreement and on the Maximum and Controlled themeon as provided in the Agreement and the Maximum and Controlled themeon as provided the Agreement and the Maximum and Controlled themeon as provided the Maximum and Controlled themeon as provided themeon as p	JUNE 25, 19	9 9 3 as the state Mortgage under certain o	same may be modified or onditions will make loan ad	extended and/or renewe vances from time to time	ed from time to time ("Agreement") whic
In order to secure the repayment of the outsis using and unpaid indebtedness advanced from time to time not time to the Agreement and any and all extensions and or renewals of same, with interest thereon as stroked in the Agreement, the payment of all others using, which interest thereon as stroked in the Agreement, the payment of all others using a did not sure, which interest thereon advanced with repayment of the Property (as hereafter defined) for the payment of all others and of the Mortagor of Beneficiary of Mortgagor (if epplication) is Agreement and in consideration of the advances mide either contemporariseously horiswith or to be made in the future. Mortgagor does hereby mortgage, grant and convey to Mortgage, the following described real property located in the Country of COOK State of ILLINOIS and described as too Agreement States and Agreement and any contemporariseously horiswith or to be made in the future. Mortgagor does hereby mortgage, grant and convey to Mortgage the following described real property located in the Country of COOK State of ILLINOIS and described as too Agreement States and Agreement and a too Agreement and a	This Mortgage is given to secur after this Mortgage is recorded nerewith to protect the security amount available under the Ay	e the outstanding and unpaid of with the Recorder of Doeds of the standards or permitted reemen, to clusive of interest	obligatory loan advances ma of the County in which the re to be advanced in conformi thereon and permitted or o	ide or to be made pursual eat property described be by with the Illinois Mortga	elow is located or adva ge Foreclosure Agreei	anced in accordant ment. The maximu
and/or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon as a folded in the Agreement, the payment of all other sums, with interest thereon as provided in the Agreement, the payment of all others are constructed by the payment of all others, sakes, assessments, insurance prefumbries or costs incurred of protection of the Provided Agreement and for consideration of the advances made ell for contemporaneously herewith or to be matin in the future. Mortgagor does hereby mortgage, grant and convey to Mortgage the following described and proposity located in the County of COOK State of ILLINOIS and described as bolio DEPT-01 RECORDINGS LEGAL DESCRIPTION: LOT 45 (EXCEPT THE SOUTH 15 FEET THEREOF) AND AND OF LOT 46 IN BLOCK 2, IN E. L. SMITH ADDITION TO IRVING PARK IN THE NORTH 1/2 OF THE FAST 40 ACRES OF THE MEST 1/2 OF THE SC WEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, CAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P. I. N. # 13-22-309-002 TO HAVE AND TO HOLD the same unto Mongage, its successors and assigns, logother with all the improvements new or heroalter eracted on his attached to the real property, all of which, including replacements and assigns, logother with all the improvements new or heroalter eracted on the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a second to be written as a continuous property, and all inclures now or heroalter or excellence and the three property and all of the toregoing, logether with asid property (or the leasehold estate if his Mongage is on a leasehold. The heroin referred to a Property and the three property is unencumbered except for the balance presently due on that certain montgage hald of record by _COMMUNITY_ Montgagor covenants that Mongagor is advanced by select to any declarations, easements, restrictions, conditions and covenants of the real property is unencumbered except for the balance presently du	any time and which is secured	hereby shall not at any time	exceed \$ 22,000.00		·	
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LOT 45 (EXCEPT THE SOUTH 15 FEET THEREOF) AND AIL OF LOT 46 IN BLOCK 2, IN E. L. SMITH ADDITION TO IRVING PARK IN THE NORTH 1/2 OF THE FAST 40 ACRES OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE FAST 40 ACRES OF THE WEST 1/2 OF THE SOUTH 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, TAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. # 13-22-309-002 Common Address:3467.NKILPATRICK,_CHICAGO,_IL60641 Property Tax No:12-22-309-002 TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or herealter erected on the property, and all easements, rights, appurtenances, rents, royalfiles, mineral, oil and gas rights and profits and water in his and all lixtures now or here attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a per of the real property cover by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Montgage is on a leasehold) are herein referred to a "Property." Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defend gene the filled to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zerstrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record byCOMMUNITYSAVINGS_AND_LOAN_ASSOCIATION	Mortgagor does hereby mortga COOK	age, grant and convey to Mor	igi ger the following descrit LLLINOIS and	described as follo DEPT T≢00	-01 RECORDINGS 11 TRAN 6175 (18/04/93 10:
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the little to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zo restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record byCOMMUNITY	property, and all easements, rig attached to the real property, all by this Mortgage; and all of the	ghts, appurtenances, rents. ro Lof which, including replacem	yalties, mineral, oil and gas ents and additions thereto, s	rights and profits and wa shall be deemed to be and	ater rights and all fixtul dremain a part of the re	res now or hereatte eal property covere
County COOK as Document No. 27124660 ("prior mortgage"). Mortgagor further covenants: 1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to per such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if application of all sums so pald by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being specific understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgand constitute a breach of a condition of this Mortgage. 2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be commit waste upon said Property. This instrument prepared by and to be returned to Bank One. CHICAGO, NA	he title to the Property against estrictions and that the Proper	all claims and demands, sub ty is unencumbered except fo	ject to any declarations, eas r the balance presently due	ements, restrictions, cond on that certain mortgage	ditions and covenaries held of record by <u>CO</u>	it record, and zonin
1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to per such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if application all sums so pald by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; if being specific understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgaball constitute a breach of a condition of this Mortgage. 2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be commit waste upon said Property. This instrument prepared by and to be returned to Bank One. CHICAGO, NA D. D. ROY 7070					-	10
such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if application all sums so pald by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being specific understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior morts shall constitute a breach of a condition of this Mortgage. 2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be commit waste upon said Property. This instrument prepared by and to be returned to Bank One. CHICAGO, NA	2 4					13/
This instrument prepared by and to be returned to Bank One. CHICAGO, NA	such covenants Mortgagi for all sums so pald by it understood that although shall constitute a breach	ee herein may, at its option, do for the Mortgagor (and Mortg Mortgagee may take such c of a condition of this Mortgag	so. Mortgagee shall have a gagor's beneficiary, if appli urative action, Mortgagor's ge.	claim against Mortgagor (cable) plus interest as h failure to comply with an	(and Mortgagor's bene ereinafter provided; i y of the covenants of s	diciary, ifapplicable t being specificall such prior mortgag
			uated upon the Property at	Celle.	nd not to commit or su	fer to be committe
ROSEMONT, IL 60018-7070	Address: P.O. BO	X 7070		Comment of the Contract of the	·	.,
ATTN: LOAN OPERATIONS Form No. 21002/3-92 O. Form (145) SILLINOIS BANG ONE CORPORATION 1		LOAN OPERATIONS		Andrew Market	<u> </u>	

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- 3 To keep the Property insured against loss or damage by tire and windstorm and such other bazards as Mortgagee requires for the Dena fit of Madeagee and the holder of any prior mortgage in the agricultural amount of the total mortgage indebtedness encumbering said Property with assirance companies acceptable to Mortgagee, and to deposit the policies of incurance 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 whather then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the diamaged 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 funless 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 assussments.

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 indebtedness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Mortgagor shall, on demand, pay such deliciency

If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, assigned transferred or forther encumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indobtedness thereby as cured) without Mortgageo's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary of applicable. Mortgager in ity, at its option declare all the sums so used 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 making tick to 15 Mortgagor (and Mortgagor's beneficiary, if application) 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 proach must be cured, and (4) that failure to cure such breach on or before the date specified in the police may result in acceleration of the sums secured bit is a Mortgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Mortgagee's 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 thes Mortgage by judicial proceedings

Any forbearance by Mongagee in exercising any rapid or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclade the exercise of any such right or remedy by Mortgager

This Mortgage shall be governed by the law of the State or like ors, recluding without limitation the provisions of illinois Revised Statute Chapter 17. Sections 6405, 6406 and 6407, and 312.2. In the event that any provisions 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 lend the previsions of the Mortgage and Agreement are declared to be severable

Mortgagor shall be hable to Mortgagee for all legal costs, including by not limited 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 aution in acceeds to judgement. Said costs shall be included in the violeble oness secured hereby and become a lien on the Property.

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

Each of the covenants and agreements herein shall be binding upon and shall inuite to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgage J

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is A ecuted by Mortgagor, not personally, but as Trustee atoresaid in the exercise of the power and authority conferred upon and vested in it as such Trustoc and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it 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 purcuant to the Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability if any, being expressly waived by Mortgagee and by every person now of hereafter claiming any right or security hereunder, and that so far as Mortgage is see contains concerned. Mortgagee, its successor or assigns shall lock solely to the Property hereby mortgaged, conveyed and assigned to any other security countries to secure the payment thereof LAND TRUST. N.A. Successor Truston to INDIVIDUALS

NORTHWEST NATIONAL BANK	not personally but	INDIVIDUALS
as Trustee under Trust Agreement dated APR and known as Trust Number 2530	IL 6, 1979	
BY: (47)		
MICE PRESIDE.	ttest 9 - Jog July	
County of COOK	festatent Soundt	aty
State of Illinois	FEWT A CANA CALL	
TENERAL SECTION OF THE SECTION OF TH	a Notary Public in and for sa	d County, in the State aforesaid. DO HEREBY CERTIFY THAT
Corinna Ros 206 r. 500	William R. Billon	personally known
to me to be the same person. Some this day in person and acknowledged that	whose name	subscribed to the foregoing instrument, appeared before
		signed, sealed and delivered the said instrument as
free and voluntary	act, for the uses and purposes therein set	forth, including the release and waiver of the right of homestead.
Given Inder Triy hand and notarial seal this	gray of	. 19 93
fofficiat. CD/7	()/ ₄	Cell Reserved of
Karriet Presidents	Notary Publ	
Notary Public State of William Superior Commission Express 0.11.25 (1991)	Commission	\sim
المراب المرافعات والمعارض المال الموالية المعالمة عن المهامية المواقع المواقع المواقع المعالمة المعالمة المعالمة		

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RUDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTEGOE

-5301-07 guarantors, if any. Trustee does not warrant, indemnify, defend title nor is solely to the premises hereby mortgaged or conveyed for the payment thereof by provided or by action to enforce the personal liability of the guarantor or and the owner or owcers of any indebtedness accruing hereunder shall look the enforcement of the lien created in the manner herein and in said note NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note hereunder; and herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under baid Trust Deed, the legal owners or holders of accruing hereunder, or to perform any covenant, either express or implied, it responsible the note, and by every person now or hereafter claiming any right or security pay said note or any interest that way accrue thereon, or any indebtedness mortgagor or grantor, or on said LA SMILE NATIONAL TRUST, N.A. personally to note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said is expressly understood and agreed that pothing contained herein or in the that it possesses full power and authority to execute the Instrument) and it in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants Mortgage or Trust Deed in the nature of a mortgage is executed by LA NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. in the exercise of the power and authorite conferred upon and vested for any environmental damage. that so far as the mortgagor or grantor and said LA SALLE

Form XX0133 5-1-90

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