## Service II °

#### BANKEONE

Use only with Form No. 21030

ATTN: LOAN OPERATIONS

# Revolving Credit Mortgage

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T .		dayof_	JULY	19 93	between the Mortgagor	
DEBORA	H.G. ZELINSKY,	DIVORCED AND	NOT SINCE REMA	RRJED .	e different in major timbritan y process freshilleren i que productivam que y con el contra con con que que qu	ng padi. Pindishiyay, gibananda ci wasayi wuray.
and the Mortgagee B/	ANK ONE. CHI	CAGO NA			("Morigagee")	whose address
1200 CENTRAL	_		WILMETTE, IL		•	
i vienius (Tilia <mark>Te</mark> nti III	(Street)		(City)		(State)	(Zip Code)
Mortgager or Mortgager'.	, ,	olicable) has enter	• •	ty Line of Cred	dit Agreement with the Mortgagee date	•
JULY 6, 1993				•	and/or renewed from time to time (	
providus among other thi	ngs that Mortgage	e under certain cor	iditions will make los	in advances fr	om time to time to Mortgagor or Mortga	agor's beneficiary
spouceoie) until the end of thareafter the indebtedne	rse du <u>e Mort<b>gege</b>e</u>	Miji pa tabaiq iu u Bickcia iu muicu iu	e nin annversary or nonthly installments	o grincipal to	I the account evidenced by the Agreen and interest, with the balance of said i	nent occurs and in Indebtedness H n
sooner paid, due and pa	syable on		ľulý31,		-2003	
This Madagae is given to	rocurs the overtone	tice and uponid ob	haatan laan advana	se mada ar la h	e made pursuant to the Agreement from	a floria ta tiena, ena.
after this Mortgage is reco	orded with the Pac	order of Deads of	the County in which	the real prope	rty described below is located or artyar	nced in accordance
herewith to protect the sec	curity of this Mortua	io cor permitted to	be advanced in cont	formity with the	a lilinois Mortgage Forectosure Act. The us mentioned above, which may be on	a maximum amous
					ws memioned acove, which may be or	изыкату вт
any time and which is sec	cured nereby shall	uncat 522, jime ex	cend \$ cn1/v\n'	UU	and the second s	
					e to time under the Agreement and any	
and/or renewals of same,	with interest there	on as provide t in :	the Agreement, the p	payment of all	other sums, with interest thereon, adv	anced with respe-
					e premiums or costs incurred for protect Mortagor or beneficiary of Mortgagor (	
Agreement and in consider	eration of the advar	nces made either o	contemporaneously l	herewith or to	be made in the future, Mortgagor does	s hereby mortgage
-	gagee the following	described real pro-	operty ic cated in the	County of	COOK	, Slate c
ILLINGIS	and described	as follows:	(,			
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SUBDIVISION, B	eing a part of	THE SW 1 OF	SECTION 19. TOW	NSHIP 12 N	BLOCK 2 IN WILLOWAY ORTH, RANGE 13, EAST	Air.
THE S. 516 FEET SUBDIVISIÓN, B OF THE THIRD PI	eing a part of	THE SW 1 OF	SECTION 19. TOW	NSHIP 12 N	DELOCK 2 IN WILLOWAY ORTH, RANGE 13, EAST	37rilla
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SUBDIVISION, BI OF THE THIRD PI Common Address: Property Tax No.	EING A PART OF RINCIPAL MERIU 244 LAGOON 05-19-313-	THE SW & OF DIAN, IN COOK DR., NORTHFI 1 1028	SECTION 19, TOW COUNTY, ILLINOI ELD, IL 60093	NSHIP 12 N S.	Ti	- 11 - 12 - 22 - 24 - 24 - 24 - 24 - 24
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### **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 thereform 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 indebtedness secured hereby. If such deposits are less than the amount recruired 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 land 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 Murtgagor'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 excited 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 malled, by which such ore ach 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 sale 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 any 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 Mortgage.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any prevision's or clause of this Mortgage, or agreement conflicts with their applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect victious conflicting provision, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgager shall be itable to Mortgagee for all legal costs, including with religited to reasonable attorney fees and costs and charges of any sale in any action to enhance any of Mortgagee's rights hereunder whether or not such auth in 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 all right of homestead exemption in the Property.

My Commission Expires 8-20-5

Each of the covenants and agreements herein shall be binding upon and shall inure to "ne henefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagor.

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is as cuted 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 it is expressly understood and agreed that nothing confuned 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 covenant, 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 right or security hereunder, and that so far as Mortgagor is; assonally concerned, Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

LAND THUST:	INDIVIDUALS:
not personally but	
as Trustee under Trust Agreement dated	Bell X Silly N
and known as Trust Number	DEBORAH G. ZELINSKY
BY:	DEPT-01 \$2
its:	. #5717 # <b>*~93~617700</b>
Came Inc	. COOK COUNTY RECORDER
County of GOOK LAKE	
State of Illinois	
	lic in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  MARRIED
to me to be the same person whose name	
me this day in person and acknowledged that SHE	
Given under my hand and notarial seal this 6 # day of	Jelly 1993
OFFICIAL SEAL BROOKE ALINE CARROLL	Notary Fublic Commission Expires: 9-20-95