

UNOFFICIAL COPY

ATTN: LOAN OPERATIONS  
ROSEMONT, IL 60018-7070  
P.O. BOX 7070

CHICAGO, ILL. AND TO BE RETURNED TO BANK ONE

2 To keep and maintain all buildings now or hereafter situated upon the Property in good repair and not to commit or suffer to be committed waste upon said Property.  
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 perform such covenants Mortgagor herein may, at its option, do so. Mortgages shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) for all sums so paid by it for the Mortgage (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided. It being specifically understood that although Mortgagor may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of the Mortgage.

Mortgagor further covenants:  
County, COOK as Document No. 93260544 ("prior mortgage") recorded with the Recorder of Deeds APRIL 8, 1993  
MIDWEST MORTGAGE COMPANY  
the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  
Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  
"Property".  
by this Mortgage; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered property, and all easements, right, appurtenances, rents, royalties, mineral, oil and gas rights and profits and other rights and interests now or hereafter TO HAVE AND TO HOLD the same unto Mortgagor, its successors and assigns, together with all the improvements now or hereafter erected on the real

Property Tax No. 09-11-309-017  
Common Address: 8660 GREGORY LANE, UNIT #E, DES PLAINES, IL 60016

SEE ATTACHED LEGAL AS EXHIBIT A.

93876258

COOK COUNTY RECORDER

#7932 # 93-876258

1#9999 TRAN 1473 10/29/93 10:54:00

DEPT-01 RECORDINGS \$25.50

COOK State of ILLINOIS and described as follows:  
Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of Agreement and in consideration of the advance, made either contemporaneously herewith or to be made in the future, and the performance of the covenants and agreements of Mortgagor contained herein and of the Mortgage or beneficiary of Mortgage (if applicable) in the to the Property (as hereafter defined) for the payment of prior liens, taxes, assessments, insurance premiums or costs incurred for protection of the Property and/or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions any time and which is secured hereby shall not at any time exceed \$21,000.00  
This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or to be made pursuant to the Agreement from time to time, made herewith to protect the security of this Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Agreement. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance provides among other things that Mortgagee under certain conditions will make loan advances from time to time to Mortgagor or Mortgagor's beneficiary (if applicable) until the last business day of the 20th full calendar month following the date of the Agreement.  
as the same may be modified or extended and/or renewed from time to time ("Agreement") which

A: 0054377

Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated  
P.O. BOX 7070 ROSEMONT IL 60018-7070  
(Street) (City) (State) (Zip Code)

MARTIN H. BERNGARD AND CHERYL L. BERNGARD, HIS WIFE, AS JOINT TENANTS  
This Mortgage is made this 16 day of OCT 19 93 between the Mortgagor and the Mortgagee BANK ONE, CHICAGO, ILL. ("Mortgagee") whose address is

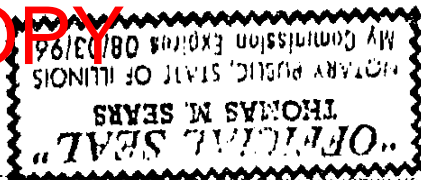
Revolving Credit Mortgage

BANK ONE

EQUITY MONEY Service

93876258

02402000008192



Notary Public  
Commission Expires 8/31/98  
19 93

Given under my hand and potential seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 93  
I, Thomas M. Sears, Notary Public, State of Illinois, do hereby certify that  
MARTIN H. BERNGARD AND CHERYL L. BERNGARD, HIS WIFE, AS JOINT TENANTS  
personally known to me to be the same person as  
\_\_\_\_\_ whose name is  
\_\_\_\_\_ they  
signed, sealed and delivered the said instrument as  
from and voluntarily act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois  
County of \_\_\_\_\_  
City of \_\_\_\_\_  
as Trustee under Trust Agreement dated \_\_\_\_\_  
and known as Trust Number \_\_\_\_\_  
BY: \_\_\_\_\_  
CHERYL L. BERNGARD  
MARTIN H. BERNGARD  
INDIVIDUALS  
not personally but

LAND TRUST:  
The Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed 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 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 covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, Mortgagor, 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.

Mortgagor (and the beneficiary of Mortgage, 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 inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagee.  
In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed 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 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 covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, Mortgagor, 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.

Mortgagor shall be liable to Mortgagee for all legal costs, including out of pocket costs, including 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.  
The Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6-05, 6-06 and 6-107, and 3-12.2. 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 end the provisions of the Mortgage and Agreement are declared to be severable.  
Mortgagee shall be liable to Mortgagee for all legal costs, including out of pocket costs, including 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.

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 Mortgagee.  
Upon Mortgagee's (or Mortgagee's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due and any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee (and Mortgagee'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 breach 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 proceedings 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.

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 indebtedness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee's (or Mortgagee's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due and any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee (and Mortgagee'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 breach 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 proceedings 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.

# UNOFFICIAL COPY

TAXES: 09-11-309-017

93876295

PARCEL 3: EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND PARTY WALLS RECORDED APRIL 08, 1960 AS DOCUMENT NO. 17831028 AND RE-RECORDED APRIL 21, 1960 AS DOCUMENT NO. 17835053, WHICH EASEMENTS ARE INCORPORATED HEREIN, CONFIRMED AND GRANTED HEREBY, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWESTERLY 10 FEET OF THE NORTHWESTERLY 56.0 FEET (BOTH MEASURED ON THE NORTHWESTERLY 54.0 FEET AS MEASURED ON THE NORTHWESTERLY LINE) OF LOT 26 IN CHARLES INSOLIA AND SON SUBDIVISION, BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 1: THE NORTHEASTERLY 19.50 FEET OF THE SOUTHWESTERLY 127.83 FEET OF LOT 26 (BOTH MEASURED ON THE SOUTHEASTERLY AND NORTHWESTERLY LINES THEREOF) IN CHARLES INSOLIA AND SON SUBDIVISION, BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION:

PROPERTY ADDRESS: 8660 GREGORY LANE, UNIT #E  
DES PLAINES, IL 60016

EXHIBIT A