4610 3172.0300 0000

## UNOFFICIAL COPY

Comerica Bank

## **REAL ESTATE MORTGAGE**

· 93917399

- DEPT=D1 RECORDING

493.50

T#5555 TRAN 4399 11/10/93 14:34:00

#4847 # #-93-917399

CHOK COUNTY RECORDER

ABOVE SPACE FOR RECORDER'S USE ONLY

This Mortgage is ma.	m the 29th	
day of October	19 93	, by
Varnnee Chuntr	wasem, single	
	3716 S. 52nd Court	
	Cicero, 1-60650	
Illinois 60053 ("the Mor	tgageo"), land and propert	the "Mortgagor") who mortgages and banking corporation, of 8700 N. Waukegan Road, Morton Grove, by which has the address of
1716 S. 52nd Cou	rt.	
hereby releasing and wa	lving all rights under and h	<u>Cook</u> <u>County, Illinois, 60650</u> (zip code) by virtue of the homestead laws of this State, described as:
	SHIP 39 NORTH, RANGE	SUBDIVISION OF THE E 1/2 OF THE SW 1/4 13, LAST OF THE THIRD PRINCIPAL MERIDIAN,
		93917299
		DEPT-UT RECURDING
		745555 TRAN 4901 11/10/93 14:43:4
		#4355 # #-93-917399 COOK COUNTY RECORDER LIFET-01 RECORDING 42:
		15,535 TRAN 4903 11/10/93 14:47:0
		. \$485) \$ #-93-917399 . COOK COUNTY RECORDER
Daniel Information and Company	<del>~~~~~~~~~~</del>	
rarger Jaenungado <b>n Num</b> topothor with all buildings	16=33-321-031 3	ty, whether hereafter placed or now on the provoity, (herein called
the "property") to lecure	name and the contract and	payment of a line of credit in the initial amount of
Fourteen Thousand		Dollars (\$ 14,000,00 ], provided
	rnnee Chuntrakasem	
under and cubicat to Ma	stangagia Mama Emitu Ac	recommend and any later modification are advantaged as a supplication

under and subject to Mortgagee's Home Equity Agreement, and any later modification, amendment, or supplement to the agreement as permitted by its terms, and any future indebtedness owing under the fine of credit, including but not limited to, additional amounts advanced in excess of the amounts stated in this mortgage resulting from an increase in the line of credit or advances made by Mortgagee in excess of the line of credit, (herein celled "Debt"), with interest thereon as provided in the Home Equity Agreement, which is incorporated herein by reference.

This Mortgage secures, among other things, "revolving credit" as that term is defined in Section 4.1 of Illinois' interest statute (ch. 17, para. 6405) or any successor provisions to Section 4.1. It is understood and agreed that this Mortgage will secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgage, or otherwise, as are made within twenty years from the date of this Mortgage, although there may be no advance made at the time of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage, as to third persons without actual notice of such lien, shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder, or, if the property is registered in Torrens, the Registrar of Titles, of the county in which the mortgaged property is located. The total principal amount of revolving credit Indebtedness secured by this Mortgage may not exceed \$ 14,000.00 , plus interest on such indebtedness, and any disbursements made for the payment of taxes, special assessments, or insurance on the mortgaged property, with interest on such disbursements.

- 1. To keep the property insured at anstitre, winds orm, fled and such other becards as Mortgagee may require, in an amount and manner with companies approved by Mortgagee and with the proceeds made payable in the policies to Mortgagee, and to deliver all policies to Mortgagee. Any insurance proceeds received by Mortgagee may be retained by it and may at any time or from time to time be applied by it on the Note and shall constitute payment on the Debt only to the extent so applied.
- 2. To pay all taxes, assessments and water rates levied on the property within 90 days from the first due date thereof and to deliver the receipts therefor to Mortgagee, and to remove promptly any other liens on the property, except (a) liens given to Mortgagee, and (b) liens specifically referred to above.
- 3. To keep the property in good repair.
- 4. That if Mortgagor defaults in the performance of any of the duties imposed by the above covenants, Mortgagee may perform the same and all sums paid by it therefor shall be due and payable by Mortgager from the time of their payment by Mortgagee with interest thereon at the highest rate as specified in the Debt, and such sums shall be secured by this Mortgage.
- 5. Mortgages shall notify Mortgagor prior to accelerating the debt tolk wingfortgagor's default. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require payment in full and shall have the right to foreclose the lien of this Mortgage in accordance with law, in equity, or otherwise. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, including, but not limited to, reasonable attorney's fees and costs of the title evidence.
- 6. The term "deract," means failure of any of Mortgagor's agreements herein, failure to pay any money due hereunder or under the Debt, and Mortgagor's default in any security instrument having priority over this Mortgage. The term "Mortgagee" includes Mortgagee's successors and assigns, and the term "Mortgagor" includes and binds the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
- 7. In the case of foreclosure by Mortgagee, there shall be allowed all court costs and expenses (which may be estimated as to items to be experited after entry of decree) incurred by Mortgagee, including without limitation reasonable attorneys' fees, stenographers' charges, costs of procuring any title commitment and continuations of such title commitment, opinion on title or title insurance policy and continuations of such opinion or policy. Torrens certificates and similar data and assurances with respect to title covering said foreclosure proceedings, cost of any survey, all costs and expenses of procuring testimony and evidence, and all costs and expense secured by Mortgages in or with respect to any such suit or proceeding, or in the preparation thereof.

All fees and expenses allowable pursuant to this Northwee, together with interest on such fees and expenses from the date of payment of such fees and expenses, shill be additional indebtedness secured by this Mortgage and shall be a lien on the mortgaged property. Any decrea foreclosing this Mortgage shall provide for the payment out of the proceeds of any sale made pursuant to any such decree in the following order: (a) all costs and expenses described in the preceding paragraph with interest as herein provided; (b) all money advanced by Mortgages for any purpose authorized in this Mortgage, with interest as herein provided; (c) all accrued interest on the indebtedness hereby secured; (d) the principal balance at such time remaining unpaid under the Mortgages's Home Equity Agreement; and (e) any surplus shall be paid to Mortgager. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of indebtedness secured by this Mortgage, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, such expenses shall be additional indebtedness secured by this Mortgage, and no such suit or reoceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been unit in full.

Varie Char the haram.	S	
Varnnee Chuntrakasem	0,5	
	Catherine Reaction	
STATE OF ILLINOIS	Motory Public, State of Minols My Commission Expires 8/31/97	
COUNTY OF LOOK )ss.		
The foregoing mortgage was acknowledged before me by Varnnee Chuntrakasem	this 29th day of OCTOBEL , 19 93.	
including the release and waiver of the right of homest	ead. Suthering Mar de	
My commission expires $8/31/97$	Notary Public, COX County, Illinois	
This instrument was prepared by:	After recording to:	
Godwin V. Carmona for Comerica Bank-IL NAME Must be a natural person!	Comerica Bank-IL/ Attn: Addy Lustig	
8700 N. Waukegan Road  ADDRESS Morton Grove, IL 60053	8700 N. Waukegan Road ADDRESS Morton Grove, II, 60053	