

UNOFFICIAL COPY

93925703



COLE TAYLOR BANK

MORTGAGE

The MORTGAGOR(S) STASALLE NATIONAL BANK AS TRUSTEE U/T/A DATED OCTOBER 24, 1983 AND KNOWN AS TRUST NO. 107152 of the City of CHICAGO, County of COOK, and State of ILLINOIS MORTGAGE(S) and WARRANT(S) COLE TAYLOR BANK, a(n) BANKING CORPORATION with its principal place of business in CHICAGO, ILLINOIS, the Mortgagee, the following described real estate:

LOT 16, THE NORTHWESTERLY 10 FEET OF LOT 17 IN WILDWOOD PARK FIRST ADDITION, BEING A SUBDIVISION OF PARTS OF LOTS 54 AND 55, IN OGDEN AND JONES SUBDIVISION OF BRONSON'S PARK OF CALDWALL'S RESERVATION, IN SECTION 32, TOWNSHIP 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DEREGISTERED #92893559

PIN# 10 32 215 029 CKA 6801 N. LORON AVE, CHICAGO, IL. 60646 situated in the County of COOK in the State of ILLINOIS

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagors in and to said real estate.

The Mortgagors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of ILLINOIS and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated

OCTOBER 29, 1993, between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby

shall not exceed \$ TWO HUNDRED TWENTY THOUSAND AND 00/100 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

MORTGAGORS COVENANT AND WARRANT:

1. To pay the indebtedness as hereinbefore provided.
2. To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to 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 alter any building or other property now or hereafter covered by the lien 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 Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered 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. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors 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.
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. 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.

JWV 47859 171 008

250

93925703

UNOFFICIAL COPY

B. In the event of default in the performance of any of the Mortgagors' covenants or agreements, hereon, the Mortgagee

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

DATED OCT 29 1993 UNDER TRUST NO. 107152

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 107152 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the 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 mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

Form XX0133
5-1-90

93000703

IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 29th day of OCTOBER, 19 93

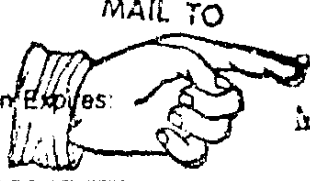
~~LASALLE NATIONAL BANK AS TRUSTEE~~ (SEAL)
~~U/T/A DATED OCTOBER 24, 1983 AND~~
~~KNOWN AS TRUST NO. 107152~~ (SEAL)

X Rosmary Collier (SEAL)
X [Signature] (SEAL)

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
KATHLEEN E. BYE

I, _____, a Notary Public in and for the County and State aforesaid do hereby certify that _____ and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and Notarial seal this 29 day of OCTOBER, 19 93



MAIL TO
PREPARED BY - COLE FAYERS BANK
MAIL TO - COLE FAYERS BANK
P.O. BOX 508743
CHICAGO, IL 60690-9743

Notary Public
KATHLEEN E. BYE
Notary Public in and for the State of Illinois
My Commission Expires _____
Received from ILLIANA FINANCIAL INC. (10/29/93)
This Form Approved By
The Illinois Bankers Association