# UNOFFICIAL CO

COLE TAYLOR BANK

# MORTGAGE

The MORTGAGOR(S): BRUCE RRICKSON, A SINILE MAN NEVER of the City of SCHAUMBURG., County of COOK.  MORTGAGE(S) and WARRANT(S) to COLE TAYLOR BANK business in CHECAGO TLLINOIS	, a(n) BANKING CORPORATIONwith its principal place of the Mortgagee, the following described real estate
SEE ATTACHED LEGAL PIN 07 16 104 020 CKA SCHAUMBURG, IL	1069 STONKHEDGE DR.  DEFT-63 RECORDINGS  THITTY THAN 1990 LOADETS IS 63 60  10000 H HOWARD RECORDER

.... in the State of situated in the County of ..... COOK ....

TOGETHER with all huildings, fixtures and improvements now or heroafter 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 Mortpagors hereby release and walve all rights under and by virtue of the Homestead Exemption Laws of the State of and the United States of America.

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

between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at , 19...93 the Morigage's office. The Morigage sections not only indebtedness outstanding at the date hereof, if any, but also such Juture advances as are made pursuant to such Agreement within Iwenty (20) years from the date hereof, to the same extent as if such future advances were made on tile dute 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 \$ shall not exceed \$ TEN THOUGAND AND 00/100 plus interest thereon and any dispursements made for payment of taxes, special assessments or insurance on real estate peacribed herein plus interest on such disbursements.

## MORTGAGORS COVENANT AND WARRANT:

- To pay the indebtedness as hereinbefore provided.
- To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply to with or cause to be complied with all statutes, ordinances and requirement) 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 casually whatsoever; not to remove, demolish, or materially after any building or other property now or hereafter covered by the Iron of this mortgage without the prior written consent of the Mortgages.
- To keep the buildings on the premises and the equipment insured for the benefit of the Mortgage against loss or damage by fire, lightning, windstorm, hall, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee nixt exceeding 100% of the full insurable value and, to the extent required by Mortgages, 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 Mortgago 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 Mortgages, be retained and applied by the Mortgages toward the payment of the moneys satured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the frection of new buildings in their place.
- 4. To pay all taxes, assessments, special assessments are rates, assessed or liens on or levied against the premises or any er rates, lewer service charges and other charges now or hereafter rt thereof.
- 5. Morigagors have good title to the premises and have the high top-longage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other predictor 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
- 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.

CONTROL 18 OF THE PRINCIPLE INC. HICKORY HIR. II. and HINOS BANKERS ASSOCIATION, Chicago. II. (All Rights Reserved)

# **UNOFFICIAL COPY**

- 9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- 10. Upon or at any time after filling a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, por poration or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such population may be made either before or after the sale, without notice and without requiring a bond (notice and bond period). Such receiver shall have the power to collect rents, issues and profits of said premises during the periodency of such foreclosure suit, and in the case of a suit and deficiency, during the full statutory redemption, if any, ar well as during any further times, when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, cossession, control and operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, it any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- 11. In any suit to foreclose the lien of this mortgag's their shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, apprais are fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage
- 13. The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof arises; the fallure of the Mortgagee to exercise such rights or remodies or any of them however often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- 14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all narties executing this mortgage, their respective heirs, personal representatives, and assigns.

		•		-
IN WITNESS WHEREOF, Mortgagors have so	et their hands an	nd seals this .	18th_da)	of NOVEMBER , 19 93
	(SEAL)	* Bru	re El	(SEAL)
<del></del>	(SEAL)	BRUCE	ERICKSON	(SEAL)
2.1/1	(UEAE)	*		
STATE OF	) ) SS.			-0
COUNTY OF		7		
Linder Dold			a Natasi P	ublic in and for the County and
State aforesaid do hereby certify that	Aulu Sr	TESTA	and	
personally known to me to be the same passon	s whose sumes	e subscribed	to the foregoing	ing instrument, appeared before
me this day in person and acknowledged that tany act for the uses and purposes, therein see	t forth, in House	release a	nd waiver of t	he right of homestead.
Glunn under my hand and Neutrial seel (		day of 10	venipa)	19 22
PR	3 <b>U</b>			IK WHAR
	EPARED BY-	COLE TAYL	OR BANNO	Public
My Commission Express	IL TO-COLE	TAYLOR BA	ANK	
ULYBURGE CO	P.O. B	OX 909743	3	
		GO, IL 606		ALL COME IL LIANA EINAMPIAL IMP. BO Box 1237
Form No. 18A-HE 8 Comments 1988 II I I I I I I I I I I I I I I I I I		•	PARCE	Hickory (400, 1L_00465-0227, (704) 598 9000

# UNOFFICIAL COPY 5 0

### PARCEL LI

THAT PART OF LOT 27 IN COLONY LAKE CLUB UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE VILLAGE OF SCHAUMBURG. ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1977 AS DOCUMENT NUMBER 23954050, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE EASTWARD ALONG THE NORTHERLY LINE OF SAID LOT 27, N 87 DEGREES 36' 54" E. A DISTANCE OF 109.72 FEET; THENCE S 71 DEGREES 00'31" E. A DISTANCE OF 40.40 FEET; THENCE S 45 DEGREES 58' 24" W. A DISTANCE OF 116.92 FEET TO A POINT ON THE SOUTHWESTERLY LINE, OF SAID LOT 27; THENCE HORTHWESTWARD ALONG THE SAID SOUTHWESTERLY LINE, N 44 DEGREES 01' 36" W. A DISTANCE OF 46.50 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTWARD ALONG A CURVED LINE, CONVEXED TO THE SOUTHWEST, OF 125.67 FEET IN RADIUS, FOR AN ARC LENGTH OF 65.31 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF FAMEMENTS RECORDED MARCH 21, 1977 AS DOCUMENT NUMBER 23860589.

95085650