

Reference in this document to Affiliated Bank, Affiliated Banc Group or Manufacturers Affiliated Trust Company shall mean: Comerica Bank - Illinois

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
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REAL ESTATE MORTGAGE

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ABOVE SPACE FOR RECORDER'S USE ONLY

73-88-556

This Mortgage is made the 4th day of January, 19 93 by Richard M. Mruz and Barbara J. Mruz, his wife whose address is 1859 Prestwick Inverness, Illinois 60067

(the "Mortgagor") who mortgages and warrants to AFFILIATED BANK, a state banking corporation, of 3044 Rose Street, Franklin Park, Illinois 60131 (the "Mortgagee"), land and property which has the address of 1859 Prestwick (street), Inverness (city) of Cook County, Illinois, 60067 (zip code)

hereby releasing and waiving all rights under and by virtue of the homestead laws of this State, described as:

LOT 2 IN ARTHUR T. MC INTOSH AND COMPANY'S BRAEMAR OF INVERNESS A SUBDIVISION OF PARTS OF SECTIONS 20, 21 AND 28 TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1975 AS DOCUMENT 23219238 IN COOK COUNTY, ILLINOIS.

*[Handwritten signature]*

*1859 Prestwick Inverness, Ill*

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Parcel Identification Number: 02-20-404-002-0000 together with all buildings and fixtures on the property, whether hereafter placed or now on the property, (herein called the "property") to secure performance hereof and payment of a line of credit in the initial amount of One Hundred Ninety Thousand and 00/100 Dollars (\$ 190,000.00 ), provided by Mortgagee to Richard M. Mruz and Barbara J. Mruz, his wife

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 line 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 called "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 Mortgagee, 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 \$190,000.00, 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.

Mortgagor promises and agrees:

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- To keep the property insured against fire, windstorm, flood and such other hazards 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.
- 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.
- To keep the property in good repair.
- 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 Mortgagor 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.
- Mortgagee shall notify Mortgagor prior to accelerating the debt following Mortgagor'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.
- The term "default" 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.
- 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 expended 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 Mortgagee in or with respect to any such suit or proceeding, or in the preparation thereof.

All fees and expenses allowable pursuant to this Mortgage, together with interest on such fees and expenses from the date of payment of such fees and expenses, shall be additional indebtedness secured by this Mortgage and shall be a lien on the mortgaged property. Any decree 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 Mortgagee 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 Mortgagee's Home Equity Agreement; and (e) any surplus shall be paid to Mortgagor. 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 proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

*Richard M. Mruz*  
 \_\_\_\_\_  
 Richard M. Mruz

*Barbara J. Mruz*  
 \_\_\_\_\_  
 Barbara J. Mruz

STATE OF ILLINOIS )  
 COUNTY OF McHenry ) ss.

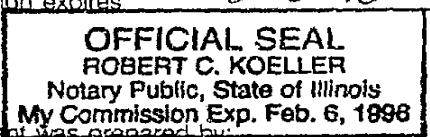
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The foregoing mortgage was acknowledged before me this 4th day of January 19 93 by Richard M. Mruz and Barbara J. Mruz, his wife

including the release and waiver of the right of homestead.

My commission expires 2-6-96

*Robert C. Koeller*  
 \_\_\_\_\_  
 Notary Public, McHenry County, Illinois



This instrument was prepared by:  
Dian Hoyem for Comerica Bank - Illinois  
NAME (Must be a natural person)  
 8700 North Waukegan Road  
 Morton Grove, Illinois 60053  
ADDRESS

After recording to:  
Comerica Bank - Illinois/Attn:Sue Strongin  
NAME  
 8700 North Waukegan Road  
 Morton Grove, Illinois 60053  
ADDRESS

**BOX 333**

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