## UNOFFICIAL COPY 93255366; 2 7 5 2

Service

## BANK FONE

## Revolving Credit Mortgage

|  |  | Visitalia T  | WIS MILE   | <u> 45</u>   | JUINI  | TENANTS  |  |  | arana yang dan garapaning dan galam dan salah sa dan s  |
|--|--|--|--|--|--|--|--|--|---|
| nd the Mortgag   | gee BANK   | ONE,   | EVAN:  | STON.  | . NA   |  | والمراجعة  | - ("Mortgage   | es") whose address is   |
| P.O. BOX 7   | 7070   |  | ROSEMONT   | . 11   | •  | 60018-7  | 070  |  |   |
|  |  | (Street)   |  |  |  | (City)   |  | (State)  | (Zip Code)  |
| ortgagor or Mort   | tgagor's bei   | neticiery (it  | applicebie) has  | entere   | d into a H   | ome Equity Line of Cr  | edit Agreem  | ent with the Martgagee   | dated   |
|  |  |  | igee under certi   | iin con  | ditiona will   |  | from time to   | time to Mortgagor or M   | me ("Agreement") winich<br>lortgagor's beneficiary (if  |
| ter this Mongage<br>prewith to protect   | e is recorde<br>I the securit  | ktoriskie i<br>Nooishio Mo   | Recorder of Decorder of Decorder   | ids of ti  | he County<br>be advanc   | r in which the real prop<br>ced in conformity with   | perty describ<br>the !!linois M  | ed below is located or ortgage Foreclosure Ag  | nt from time to time, made<br>advanced in accordance<br>presment. The maximum<br>in may be outstanding at   |
| ny time and which  | ch is secure   | d hereby s   | call oct at any ti   | me exc   | :eed \$  | 55,000,00  |  |  | e e e e e e e e e e e e e e e e e e e   |
| nd/or renewals of<br>the Property (as<br>nd the performan  | it same, with<br>shereafter d<br>nce of the co   | h interest th<br>felined) for<br>ovenants a  | tereon ar provi<br>the paymetars<br>nd agreements  | ded in t<br>prior lie<br>of thurt  | he Agreer<br>Ins, Isxes,<br>gegor con  | nent, the payment of assessments, insurar  | all other sum<br>nce premium<br>ne Mortagor  | ns, with interest thereor<br>is or costs incurred for p<br>or beneficiary of <b>Morig</b> i  | id any and all extensions<br>is, advanced with respect<br>protection of the Property<br>agor (If applicable) in the   |
| lorigagor does he<br>COOK  |  |  |  |  |  | llowing described rea  |  | caled in the County of   |   |
| -  |  | وسارة المنطقة حيات المارة المناوة المناوة المناوة  |  |  | 7  | The state of the s | <b>20 20 10/10/11</b>  | <b>.</b>   |   |
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|  |  |  |  |  |  |  | ( クリ   | 14/0E A 34/  | P 04/01/19 17/4/  |
| ommon Address  | . 311  | 5 FFRNI  | OOD LANE   |  |  | GI ENVIEW  | 761  | SARAKS COUNTY R  | ECORDER   |
| ommon Address:<br>operty Tax No.:  | : 31!<br>09-   | 5 FERNA<br>-12-301   | 100D LANE<br>-011  |  | gir arkel grav reggy, /festergrap rk   | GLENVIEW   | 761  | 60025 COUNTY R   | ECORDER   |
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| operty Tax No.:  O HAVE AND TO operty, and all earlies and all earlies the real this Mortgage; a roperty".  Ortgagor covena attictions and that PREFERRED ounty County Charles of the roperty all aums to understood the shall constitute a roperty waste upon a dreas:  Performance of the roperty all aums to understood the shall constitute a roperty of the roperty of th | O94 D HOLD the assements, 1 of property, a and all of the ants that Moberty agains at the Property agains of paid by ithat althougute a bread maintain all said Property.  | -12-301 p same unto plants, apru- plat of which, a foregoing ortgagor is 1 at all claims at the claims at the claims are poor ants on the gee hersing it for the Montgagor to the cend ill buildings at the condition of a cend to be referenced.  | -011  Mortgagee, its internences, rent including replace together with a sawfully selzed of and demands, numbered except TGAGE SER ument No. 9  persot Mortgage (and Mee may take such this Mortgage)  | r to be point of cural ligage.   | ssors and lites, mine s and addiperty (or if roperty and to any december of the second | assigns, together with ral, oil and gas rights attors thereto, shall be ne leasehold estate if the disast that right to Morciaratione, easements presently due on that the Recorder of Description of the Carlot mortigage.  ("prior mortigage").  Lunder the provisions one shall have a claim a ficiary, if applicable), Mortigagor's failure in the Property at all times.  | n all the imprand profits and profits and deemed to be his Mortgage the Profit of the  | overnints now or here now water rights and all the and remains period to a la on a leasehold, are roperty; that Mortgago, conditions and coverningage held of record by EPTEMBER 16, 1                     | after erected on the real intures now or hereafter he real property covered therein reterred to as the will defend generally nit of record, and zoning 992.         |

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- 3.To keep the Property insured against loss or damage by line and windklorm and such other hazards as Mortgagem requires for the benefit of Mortgagem and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness on umbeing said Property withous under companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee it requested by Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the damaged Property.
- 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 uniterest paid by the Mortgagee uniterest paid by the Mortgagee assumes 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, Mortgagor 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 Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thoreby secured) without Mortgagee's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary of applicable) Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagor's (or Mortgagor's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums decided by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagor (and Mortgagor'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 suc' for ach 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 proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice. Mortgagee at Mortgage is 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.

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 Mortgage 3.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17. Sections 6405, 6406 and 6407; and 312.2. In the event that any privisions 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.

Mortgager shall be liable to Mortgagee for all legal costs, including but or, limited to reasonable 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 alien on the Property.

Mortgagor (and the beneficiary of Mortgagor, if applicable) hereby waives all notit of homestead exemption in the Property

Each of the covenants and agreements herein shall be binding upon and shall inuity of the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagor.

In the event the Mortgagor executing this Mortgage is an illinois land trust, this Mortgage is executed by Mortgagor, not personally but as Trustee aloresaid 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 confound 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 tile Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such highly if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is a promability oncerned. Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security giver, at any time to secure the payment thereof.

INDIVIDUAL C.

| CAND (HUS):   | INDIVIDUACS.   |
|---|--|
| not personally but  | The state of the s |
| as Trustee under Trust Agreement dated  | Cohut I Minh   |
| and known as Trust Number   | ROBERT J BRINKING  |
| <b>BY:</b>  | New M. Bunkmours   |
| संह:  | GERI M. BRINKMANN  |
| County of Cook  |  |
| County of   |  |
| State of Illinois   |  |
| ROBERT J. BRINKMANN AND GERI M. BRINKMANN, F  | cin and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  |
| to me to be the same person 5 whose name 3  | subscribed to the foregoing instrument, appeared before  |
| to me to be the same person S whose name S  me this day in person and acknowledged that THEY  THE IR tree and voluntary act, for the uses and purpose | signed, sealed and delivered the said instrument as as therein set forth, including the release and waiver of the unit of thomestead.  |
| Given under my hand and notarial seal this 27th day of  | 3  |
| Chan by the mand and initiality seat this   | AMOREW, F. LAZAR   |
|   | LOOK COUNTY  |
|   | Notary Public Motory Public, State of Illinois   |
|   | Commission Expires: 1 My Commission Expires 7/1/96   |