

This Mortgage is made this 17TH day of APRIL, 1993 between the Mortgagee STANLEY E. WARRICK and MARY G. WARRICK, HIS WIFE, IN JOINT TENANCY

and the Mortgagee BANK ONE, CHICAGO, NA
 P.O. BOX 7070
 ROSEMONT, IL 60018-7070
 (Street) (City) (State) (Zip Code)

Mortgagee or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated APRIL 17, 1993 as the same may be modified or extended and or renewed from time to time ("Agreement") which provides among other things that Mortgagee under certain conditions will make loan advances from time to time to Mortgagee or Mortgagee's beneficiary (if applicable) until the end of the monthly billing cycle in which the 15th anniversary of the opening of the account backed by the Agreement occurs and that thereafter the indebtedness due Mortgagee will be repaid in monthly installments of principal and interest, with the balance of said indebtedness if not sooner paid, due and payable on APRIL 30, 2003

This Mortgagee gives to secure the outstanding and unpaid obligations advanced from time to time under the Agreement and any and all extensions and or renewals of same, with interest thereon as provided for in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereinafter defined) for the payment of prior loans, taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagee contained herein and of the Mortgagee or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made either contemporaneously herewith or to be made in the future, Mortgagee does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK, State of ILLINOIS and described as follows:

LOT 32 IN TALBOT'S SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT. OF RECORDS & CLERKING
 1199-97 TOWN HALL BLDG. 11/93 IS 19 00
 11701 H. W. 22 - 32522 E. 213
 CHICAGO, ILL. 60606
 Common Address: 6512 CHESTER AVENUE, HODKINS, IL 60625
 Property Tax No: 18-22-103-019

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and other rights and all fixtures now or hereafter attached to the real property, all of which, including replaciments and additions thereto, shall be deemed to be and to remain a part of the real property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".
 Mortgagee covenants that Mortgagee is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagee will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by NORWEST MORTGAGE, INC. recorded with the Recorder of Deeds DECEMBER 26, 1990 as Document No. 90623563 ("prior mortgage").
 Mortgagee further covenants:

- 1 To perform all the covenants on the part of Mortgagee to be performed under the provisions of any prior mortgage and upon failure of Mortgagee to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagee (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagee (and Mortgagee's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagee's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.
- 2 To keep and maintain all buildings now or hereafter situated upon the Property in good repair and not to commit or suffer to be committed waste upon said Property.

This instrument prepared by and to be returned to Bank One, CHICAGO, NA
 Address: P.O. BOX 7070, ROSEMONT, IL 60018-7070
 Form No. 21031/93
 Use only with Form No. 21293

UNOFFICIAL COPY

612000006

A30493441

NOTARY PUBLIC STATE OF ILLINOIS
LOCAL GROUP
COMMISSION EXPIRES JULY 31, 1994

UNOFFICIAL COPY

Notary Public
Commission Expires

Stanley E. Warrick

17TH day of APRIL 19 93

Given under my hand and notarial seal this

THE UNDERSIGNED
STANLEY E. WARRICK AND MARY C. WARRICK, HIS WIFE, IN JOINT TENANCY
personally known
to me to be the same person
whose name
I subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that
they signed, sealed and delivered the said instrument as
free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

County of COOK
State of Illinois

STANLEY E. WARRICK
MARY C. WARRICK
Stanley E. Warrick
Mary C. Warrick

LAND TRUST
not personally but
as Trustee under Trust Agreement dated
and known as Trust Number
BY:
It is:
County of COOK
State of Illinois

3 To keep the Property insured against loss or damage by fire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policy of insurance with Mortgagee if 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 the proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the use 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 with interest paid by the Mortgagee (unless required by law) and the taxes 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 are not the amount required for the payment of taxes and assessments, if a Mortgagee may apply a part or all of such excess at such time as it may direct to the principal of indebtedness secured hereby. If such deposits are in excess of the amount required for the payment of taxes and assessments, if a Mortgagee may apply a part or all of such excess and assessments, Mortgagee 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 otherwise conveyed by Mortgagee or its beneficiary including location or amendment of the prior mortgage to increase the indebtedness thereby secured, without the consent of the Property, Mortgagee shall be entitled to the principal of the mortgage to increase the indebtedness thereby secured, without deduction of all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagee's beneficiary (if applicable) breach of any covenant or agreement of the Mortgagee including the covenants, conditions and warranties set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee, and Mortgagee's beneficiary (if applicable) shall be required to cure such breach, if a date not later than 30 days from the date the notice is mailed by which such breach is cured, and if that failure to cure is not remedied on or before the date specified in the notice, Mortgagee may elect to accelerate the mortgage and may foreclose the Mortgage by judicial proceedings without further consent and may enforce the Mortgage by judicial proceedings.

Any lien claimed by Mortgagee in respect to 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 Mortgagee.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of the Illinois Revised Statute (Chapter 17, Sections 6405, 6406 and 6407, and 6412.2. In the event that any provisions or clause of this Mortgage, or Agreement which 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.

Mortgagee shall be liable to Mortgagee for all legal costs, including but not limited to reasonable attorney fees and costs and charges of any sale in any act on 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 a lien on the Property.

Mortgagee (and the beneficiary of Mortgagee, if applicable) hereby waives all right of homestead exemption in the Property.

Each of the covenants and agreements hereunder shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagee, Mortgagee's beneficiary (if applicable), and Mortgagee.

In the event the Mortgagee executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagee, not personally, but as Trustee as stated in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagee hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagee personally to pay any and all obligations due under or pursuant to the Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, 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 Mortgagee is personally concerned, Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

INDIVIDUALS