

The Mortgage is made this 23rd day of April 1993 between the Mortgagee **ERIC A. BROTHERHOOD** AND JANA BROTHERHOOD, HIS WIFE, AS JOINT TENANTS

and the Mortgagee **BANK ONE, CHICAGO, NA** whose address is

P. O. BOX 7070  
 (Street) ROSEMONT, IL 60018  
 (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 23, 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 fifth anniversary of the opening of the account evidenced by the Agreement occurs and 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 Mortgage is given to secure the outstanding and unpaid obligation loan advances made or to be made pursuant to the Agreement from time to time, made after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herewith to protect the security of this Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Act. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at any time and which is secured hereby shall not at any time exceed \$ 20,000.00

In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions and/or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereafter defined) for the payment of mortgages, 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:

8724 BETHANY TINLEY PARK, IL 60477  
 27-26-318-026 VOLUME 147  
 Property Tax No. 27-26-318-026 VOLUME 147  
 Common Address: 8724 BETHANY TINLEY PARK, IL 60477

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 replacements 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 tenfold 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, assessments, restrictions, easements, 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 CHAMPION FEDERAL SAVINGS 7 LOAN ASSOC., recorded with the Recorder of Deeds FEBRUARY 16, 1993

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.

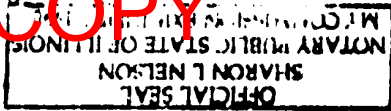
This instrument prepared by and to be returned to Bank One, CHICAGO, NA  
 Address: P. O. BOX 7070 ROSEMONT, IL 60018-7070  
 Form No. 210019-02 ATTN: LOAN OPERATIONS  
 Use only with form No. 21020

**UNOFFICIAL COPY**

Handwritten initials/signature

1-57553866

A0349687



Notary Public  
Sharon L. Nelson  
Commission Expires 06/25/96

Given under my hand and notarial seal the \_\_\_\_\_ day of \_\_\_\_\_ 1993

ERIC A. BROTHEROOD AND JANA BROTHEROOD, HIS WIFE  
personally known to me this day in person and acknowledged that  
they and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead  
subscribed to the foregoing instrument, appeared before  
me this day in person and acknowledged that  
THEY ARE  
signed, sealed and delivered the said instrument as  
the undersigned

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

State of Illinois  
County of KAWKAKEE

BY: \_\_\_\_\_  
and known as Trust Number \_\_\_\_\_

as Trustee under Trust Agreement dated \_\_\_\_\_  
not personally but \_\_\_\_\_

LAND TRUST:  
INDIVIDUALS:

In the event the Mortgagee executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagee, not personally, but as Trustee aforesaid 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, 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. 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.

Each of the covenants and agreements herein 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.

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

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 action to enforce any of Mortgagee's rights hereunder whether or not such an action proceeds to judgment. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

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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 provisions or clause of this Mortgage, or Agreement or the Mortgage or the Agreement which can be given effect without conflicting provisions, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

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 Mortgagee.

Upon Mortgagee's (or Mortgagee's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any amount secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee (and Mortgagee'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 such breach 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 Mortgagee's 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.

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 Mortgagee or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thereby secured) without Mortgagee's prior written consent, or the Property is no longer the principal residence of Mortgagee or its beneficiary (if applicable) Mortgagee may, at its option declare all the sums secured by this Mortgage to be immediately due and payable.

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, Mortgagee shall, on demand, pay such deficiency.

Mortgagee assumes no responsibility for the validity of any tax or assessments and assessments, Mortgagee shall, on demand, pay such deficiency.

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 (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 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, Mortgagee shall, on demand, pay such deficiency.

Mortgagee assumes no responsibility for the validity of any tax or assessments and assessments, Mortgagee shall, on demand, pay such deficiency.

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 and to deposit the proceeds of insurance with Mortgagee as requested by Mortgagee; 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 (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.

93050151

UNOFFICIAL COPY

92059154

Property of Cook County Clerk's Office

PROPERTY ADDRESS: 8724 BETHANY  
TIMLEY PARK, IL 60477

TAXES: 23-26-318-026

LEGAL DESCRIPTION:  
LOT 180 IN PLEASANT CHASE UNIT 4, A SUBDIVISION OF PART OF  
THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE  
12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY,  
ILLINOIS.

EXHIBIT "A"

UNOFFICIAL COPY

93089431

Property of Cook County Clerk's Office