#### BANK E ONE.

# UNOFFICIAL, GORY



#### **Revolving Credit Mortgage**

OILLINOIS BANG ONE CORPORATION 1992

| Mortgagor or Mortgagor is beneficiary (if applicable) has entered into a Home Equity Line of Credit Ag element with the Mortgagor dated MAY 1, 1993  as the same may be modified or extended anc/or resewed from time to firm ("Agree provides among direct the viciness day of the 120th full calendar month following the date of the Agreement."  The Mortgagor is viciness day of the 120th full calendar month following the date of the Agreement from time to firm ("Agree and the County in the late of the Agreement from time at the Mortgagor is recorded in the Recorder of Deads of the County in which the real properly described below is focated or advanced in nerverth to protect the security in the Mortgagor or promised to be advanced. The controlling with the liftings Mortgagor Foreignation and the county in which the real properly described below is focated or advanced in nerverth to protect the security in the Mortgagor or promised to be advanced. The controlling with the liftings Mortgagor Foreignation Agreement and any entire and which is secured hereby stall," or at any time exceed 3.55_000_00.  In order to secure the repayment of the outer stalling and unpact indebteness advanced from time to time under the Agreement and any end a cannot removate of same with interest thereon as privided in the Agreement, the payment of all other sums, with interest thereon as privided in the Agreement in property and the participance of the advances made (interpagor contained herein and of the Mortgagor or bonnelicary of Mortgagor (if appl Agreement and in consideration of the advances made (interpagor contained herein and of the Mortgagor or bonnelicary of Mortgagor (if appl Agreement and in consideration of the advances made (interpagor contained herein and of the Mortgagor at the future of the stall and the foreignation of the advances made (interpagor contained herein and of the Mortgagor is now or hereafter erected to the property as an action of the Agreement and an constant of the future of the advances and assigns, logithe  | This Mortgage is made this   | 1ST day of   |  | ween the Mortgagor   |                             |
|---|--|--|--|--|-----------------------------|
| P. O. BDX 7070 ROSEMONT, IL 60018~7070 (Sites) (22)  Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Ag sement with the Mortgagor and MAY 1, 1993 as the same may be modified or extended anc/or renewed from time to time ("Agree provides among other bright that Mortgagor and unput distributions among other bright that Mortgagor and unput distributions among other bright that Mortgagor and unput distributions will make loan advances from time to time to time ("Agree approvides among other bright that Mortgagor and unput distributions") and the secondary of the Mortgagor of Mortgagor and unput distributions and provides the secondary of the Mortgagor of Mortgagor and unput distributions and provides the secondary of the Mortgagor of Indiana and the Indiana Mortgagor and the Agreement in protect the security of the Mortgagor of Indiana and provided in the Mortgagor and unput of indiana and provided and provided in the Agreement in provided the Indiana and Indiana an  | MICHAEL J. I   | INDY AND NINA L. LIN   | DY, HIS WIFE, AS JO  | INT TENANTS  |                             |
| P. O. BDX 7070 ROSEMONT, IL 60018~7070 (Sites) (22)  Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Ag sement with the Mortgagor and MAY 1, 1993 as the same may be modified or extended anc/or renewed from time to time ("Agree provides among other bright that Mortgagor and unput distributions among other bright that Mortgagor and unput distributions among other bright that Mortgagor and unput distributions will make loan advances from time to time to time ("Agree approvides among other bright that Mortgagor and unput distributions") and the secondary of the Mortgagor of Mortgagor and unput distributions and provides the secondary of the Mortgagor of Mortgagor and unput distributions and provides the secondary of the Mortgagor of Indiana and the Indiana Mortgagor and the Agreement in protect the security of the Mortgagor of Indiana and provided in the Mortgagor and unput of indiana and provided and provided in the Agreement in provided the Indiana and Indiana an  | and the Mortgagee BANK ONE   | CHICAGO, NA  |  | ("Mortgageo") whose ad-  | dress                       |
| (Street) (City)  Mortgagor or Mortgagor is beneficiary (if applicable) has entered into a Home Equity Line of Credit Ag sement with the Mortgaged dated may be recommended from the sement of the more page of the may be modified or extended anx/or renewed from time to time (if Agree page of the Agreement of the Mortgagor or Mortgagor's Applicable) with the less themses day of the 120th Joalendar month following the date of the Agreement.  The Mortgage is recorded with the Recorder of Deests of the Country in which the real property described below is found and interest throughout the soundly of the Mortgagor or Permitted to be advanced. In conformity with the fill of Mortgagor Foredosure Agreement. The Mortgage is seconded with the Recorder of permitted to be advanced. In conformity with the fill of Mortgagor Foredosure Agreement. The may be compared the soundly of the Mortgagor of Mortgagor of Mortgagor is an activity of the Mortgagor Foredosure Agreement. The property described the soundly of the Agreement of the page of the Agreement of the page of the Agreement of the page of the Agreement and agreement of the Agreement of the Agreement and agreement of Agreement of the Agreement and agreement and agreement of the Agreement and agreement of the Agreement of the Agreement and agreement of the Agreement of the Agreement and agreement of the Agreement and agreement of the Agre  |  |  |  |  |                             |
| Mortgagor or Mortgagor is beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagor detection MAY 1, 1993  as the same may be modified or extended ancion renewed from time to firm ("Agree provides among distraints") and the last business day of the 120th full calendar month following the date of the Agreement to time to Mortgagor or Mortgagor in the last business day of the 120th full calendar month following the date of the Agreement or the date of the Agreement from time effect the Mortgagor is business as day of the host of the County in which the real property described below is located or advanced in the review of the county in the fund with the fund Mortgagor or permitted to be advanced. In a control with the real property described below is focated or advanced interest the recurrent in the Agreement and advances. In an onformative with the fund Mortgagor is an advanced interest thereon an advanced interest thereon and permitted to be advanced in the real property described below is focated or advanced in a reduce an advanced in the fundament of the Agreement and an advanced interest thereon are provided in the Agreement and an advanced interest thereon are provided in the Agreement in the payment of all other advances on the progreement in the performance of the coverants and agreement is of Mortgagor conducted heralin and of the Mortgagor or bornelicary of Mortgagor (if appl Agreement and in consideration of the advances made (whe bontemporance) and the Mortgagor or bornelicary of Mortgagor (if appl Agreement and in consideration of the advances made (whe bontemporance) and the Mortgagor or bonnelicary of Mortgagor (if appl Agreement and in consideration of the advances made (whe bontemporance) and payment to the fundament of the Agreement and in the future.  **SEE ATTACHED AS EXHIBIT "A"  **DEPT-01 (ECORDINIS F.10) S.**  **SEE ATTACHED AS EXHIBIT "A"  **DEPT-01 (ECORDINIS F.10) S.**  **SEE ATTACHED AS EXHIBIT "A"  **DEPT-01 (ECORDINIS F.10) S.**  **SEE ATTAC  |  |  |  | (State) (Zip Cod   | e)                          |
| A PAY 1, 1993 as the same may be modified or extended anc/or renewed from time to time (*Agree providers among other theirs to be the same and the s  |  |  | · •  | , ,  | •                           |
| 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 bretwith to price the security in this Mortgage or permitted to be advanced. To conformity with the Wilholds Morgage or permitted to the advanced to conformity with the Wilholds Morgage or permitted to be advanced in conformity with the Wilholds Morgage or permitted to be advanced from time to time under the Agreement and any time and which is secured hereby shall for at any time exceed \$ 55,000,00.  In order to secure the repayment of the outstrating and unpaid indebtedness advanced from time to time under the Agreement and any under and/or renewals of same, with interest thereon as you need to the Property as hereafted fellows (to the payment of protection of and the performance of the coverants and agreements of Mortgagor contained herein and of the Mortagor or beneficiary of Mortgagor (if appl Agreement and in consideration of the advances made (with columny) to the performance of the coverants and agreements of Mortgagor contained herein and of the Mortgagor or beneficiary of Mortgagor (if appl Agreement and in consideration of the advances made (with columny) to the performance of the coverants and convey to Mortgagor exceeded in the County of COOK.  State of LLLLOS great and convey to Mortgage the following described real property located in the County of COOK.  SEE ATTACHED AS EXHEBIT "A"  SEPT-61 RECORDINGS TARGED THE COUNTY EXTENDED TO HAVE AND TO HOLD the same unto Mortgage is successors and assigns, together with all the improvements now or hereafter erected property; and all easierants, rights, apputenances, rents, royalties, mineral, oil and gas injohts and profits a now or hereafter erected property; and which including replacements and additions therefore, as all to deemed to be and read and the surface of the property gainst all claims and demands, subject to any declarations, as sements, restrictions, conditions and coverants of the property is unencumb | MAY 1, 1993 provides among other things that M   | ns the same ma<br>ortgages under cartain conditions  | y be modified or extended anc/o<br>will make loan advances from his  | or renewed from time to time ("Agreement<br>ne to time to Mortgagor or Mortgagor's bene  | ") whic                     |
| In order to secure the repayment of the outstificing and unpaid indebtedness advanced from time to time under the Agreement and any und a and/or renewals of same with intensit thereon as provided in the Agreement. The payment of all other sums, with intensit thereon, adverged to the Property (as herealite defined) of the gaynes of port lens, taxes, assessments, insurance premiums or costs incurred for protection of and the performance of the covenants and agreements of Margagor contained herein and of the Mortagor or beneficiary of Mortgagor (if appl Agreement and in consideration of the advances made (their bottemportaneously herewith or to be made in the future.)  Mortgagor does hereby mortgage grant and convey to Mortgagor et he following described real property located in the County of COOK.  State v.: ILUTIOLS and described as follows:  SEE ATTACHED AS EXHIBIT "A"  DEPT -01 RECORDINES TAKES 99 (RIN) B315 95/13-13-13-131 1) RECORDINES TAKES 99 (RIN) B315 95/13-13-13-13-13-13-13-13-13-13-13-13-13-1  | after this Martgage is recorded with herewith to protect the security of the   | the Recorder of Deeds of the Cou   | inty in which the real property de-<br>anced in conformity with the lilling  | scribed below is located or advanced in acci<br>is Mortgage Foreclosure Agreement. The m   | ordanc<br>aximu             |
| In order to secure the repayment of the outstik sting and unpaid indebtedness advanced from time to time under the Agreement and any und a and/or renewals of same, with intensit thereon as younded in the Agreement, the payment of all other sums, with intensit thereon, as younded in the Agreement and other protection of the Property (as herealter defined) or the payment of protection of and the performance of the covenants and agreements of Martingagor contained herein and of the Mortagor or beneficiary of Mortgagor (if applications) and in consideration of the advances made (their bottemportaneously herewith or to be made in the future.  Mortgagor does hereby mortgage grant and convey to Mortgage is the following described real property located in the Country of COOK.  State of TLUTRO S and described as follows:  SEE ATTACHED AS EXHIBIT "A"  DEPT -01 RECORDINES TRONG B315 05/13- \$10311 \$1 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$  | any time and which is secured here   | by grialithot at any time exceed \$  | 55,000.00  | n o  |                             |
| SEE ATTACHED AS EXHIBIT "A"  SEE ATTACHED AS EXHIBIT THE TECHNOLOGY  SEA OUT AND AS EXHIBIT THE TECHNOLOGY  SEA OUT AND AS EXHIBIT THE TECHNOLOGY  SET AS EXHIBIT THE TECHNOLOGY  | and/or renewals of same, with inter-<br>to the Property (as hereafter defined<br>and the performance of the covenar                      | ust thereon as provided in the Agr<br>i) for the payment of prior liens, tax<br>ats and agreements of Martgagor of | pement, the payment of all other<br>es, assessments, insurance prem<br>contained herein and of the Morta           | aums, with interest thereon, advanced with<br>Hums or costs incurred for protection of the F<br>gor or beneficiary of Mortgagor (if applicable | roperi                      |
| SEE ATTACHED AS EXHIBIT "A"  DEPT -01 RECORDINES TRYSSS RAIN BOTS 05/13. R3011 \$ No  |  |  |  |  |                             |
| SEE ATTACHED AS EXHIBIT "A"  DEPT -01 RECORDINES T#7999 RNN B345 057/13 RJ011 15 N - 2.5 V. COUR COUNTY FFORDER  Common Address: 11055 W. 80TH PLACE. LA GRANGE, IL 60525  Property Tax No.: 18-32-106-007 VOLUME 084  TO HAVE AND TO HOLD the same unto Mortgagge, its successors and assigns, together with all the improvements now or hereafter erected property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all lixtures now attached to the real property, all of which, including replacements and additions therefore, a fall be deemed to be and remain a rent of the real property by this Mortgage, and all of the foregoing, together with said property (or the leasehold entate if this Mortgage is on a leasehold, are herein referrit-property:  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record by restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by recorded with the Recorder of Deeds MARCH 29, 1978.  County COOK as Document No. 24381065 (prior micrigage).  Mortgagor further covenants  1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgago such covenants Mortgage herein may, at its option, do so. Mortgage shall have a claim against Mortgagor (and Mortgagor is beneficiary, if applicable) plus interest as hereinafter provided: if being is understood that although Mortgagor and Mortgagor to the performed under the provisions of any prior mortgage and upon failure of Mortgagor shall be real action. Mortgagor's failure to comply with any of the covenants of such prior shall constitute a breach of a condition of this Mortgagor.  County of the covenants of the Mo  | COOK   | State ut ILL1(0).  | and described as tol   | lowa:  |                             |
| SEE ATTACHED AS EXHIBIT "A"  DEPT -01 RECORDINES T#7999 RNN B345 057/13 RJ011 15 N - 2.5 V. COUR COUNTY FFORDER  Common Address: 11055 W. 80TH PLACE. LA GRANGE, IL 60525  Property Tax No.: 18-32-106-007 VOLUME 084  TO HAVE AND TO HOLD the same unto Mortgagge, its successors and assigns, together with all the improvements now or hereafter erected property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all lixtures now attached to the real property, all of which, including replacements and additions therefore, a fall be deemed to be and remain a rent of the real property by this Mortgage, and all of the foregoing, together with said property (or the leasehold entate if this Mortgage is on a leasehold, are herein referrit-property:  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record by restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by recorded with the Recorder of Deeds MARCH 29, 1978.  County COOK as Document No. 24381065 (prior micrigage).  Mortgagor further covenants  1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgago such covenants Mortgage herein may, at its option, do so. Mortgage shall have a claim against Mortgagor (and Mortgagor is beneficiary, if applicable) plus interest as hereinafter provided: if being is understood that although Mortgagor and Mortgagor to the performed under the provisions of any prior mortgage and upon failure of Mortgagor shall be real action. Mortgagor's failure to comply with any of the covenants of such prior shall constitute a breach of a condition of this Mortgagor.  County of the covenants of the Mo  |  |  |  | 6976°06'0  | ١.                          |
| This instrument prepared by and to be returned to Bank One.  CHICAGO, NA.  DEPT -01 RECORDINGS T167977 (RAN B315 05/13) R3011 b) 44   |  |  |  | 3026803  | #                           |
| This property is unencumbered except for the balance presently due on that certain mortgage and upon failure of Mortgagor for all the COUNTY is unencumbered except for the balance presently due on that certain mortgage and upon failure of Mortgagor for all the covenants.  1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor sunderstood that although Mortgagor and so committed on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor sunderstood that although Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor sunderstood that although Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor sunderstood that although Mortgagor and sunderstood that the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor sunderstood that although Mortgagor may take such curative action. Mortgagor's beneficiary, if applicably birs interest as herein alter to be waste upon said Property.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.  Children and the property and to be returned to Bank One. CHICAGO, NA   | SEE ATTACHED   | AS EXHIBIT "A"   | 0,   |  |                             |
| Course County PETCHENER  Common Address: 11.055 W. 80TH PLACE. LA GRANGE. II. 60525  Property Tax No.: 18-32-106-007. VOLUME 084.  TO HAVE AND TO HO'LD the same unto Mortgagee, its successors and assigns, together with all the improverients now or hereafter erected property, and all easements, rights, appurenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all filtrures now attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a cert of the real property by this Mortgage, and all of the foregoing, together with said property (or the leasehold exitate if this Mortgage is on a leasehold) are herein referr "Property."  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by recorded with the Recorder of Deeds MARCH 29, 1978.  County COOK as Document No. 24381065 ("prior mortgage").  Mortgagor further covenants.  1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor such covenants. Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if for all sums so paid by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided, if being sundarstood that all hough Mortgagee may take such curative action. Mortgagor's failure to comply with any of the covenants of such prior what all though Mortgagor in the Mortgagor.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.  |  |  | 46   | perf -01 RECORDINGS  |                             |
| Course County Frenhoer  Common Address: 11055 W. 80TH PLACE LA GRANGE, II. 60525  Property Tax No.: 18-32-106-007 YOLUME 084  TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain at and of the real property by this Mortgage, and all of the foregoing, together with said property (or the leasehold existe if this Mortgage is on a leasehold, at herein referr "Property".  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of restrictions and that the Froperty is unencumbered except for the balance presently due on that certain mortgage held of record by recorded with the Recorder of Deeds MARCH 29, 1978.  County COOK as Document No. 24381065 ("prior mortgage").  Mortgagor further covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor such covenants Mortgage herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; if being sundationostiture a breach of a condition of this Mortgagor.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.   |  |  |  | T#9999 FRAN BOAS 05/13/93  | 13/3                        |
| Common Address: 11055 W. 80TH PLACE. LA GRANGE, II. 60525  Property Tax No.: 18-32-106-007 YOLUME 084  TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain at and of the real property this Mortgage, and all of the foregoing, together with said property (or the leasehold existe if this Mortgage is on a leasehold, at herein referr "Property".  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of restrictions and that the Froperty is unencumbered except for the balance presently due on that certain mortgage held of record by recorded with the Recorder of Deeds MARCH 29, 1978.  County COOK as Document No. 24381065 ("prior mortgage").  Mortgagor further covenants.  1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being sunderstood that all hough Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior shall constitute a breach of a condition of this Mortgagor.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.   |  |  |  | - 机011 有 - 概如 19 13 13 14 16 16 16 16 16 16 16 16 16 16 16 16 16   | 6,9                         |
| Property Tax No.: 18-32-106-007. VOLUME 084  TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now attached to the real property. All of which, including replacements and additions thereto, shall be deemed to be and remain a cert of the real property this Mortgage; and all of the foregoing, together with said property (or the leasehold entate if this Mortgage is on a leasehold), are therein referr "Property"  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  |  |  | ()   | COUR COUNTY RECORDER   |                             |
| Property Tax No.: 18-32-106-007. VOLUME 084  TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now attached to the real property. All of which, including replacements and additions thereto, shall be deemed to be and remain a cert of the real property this Mortgage; and all of the foregoing, together with said property (or the leasehold entate if this Mortgage is on a leasehold), are therein referr "Property"  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  |  | 0.000 51 4.00  | ti animan ti (Af   | 9  |                             |
| TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improverients now or hereafter erected property, and all easements, rights, appurenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a right shall proper by this Mortgage, and all of the foregoing, together with said property (or the leasehold entate if this Mortgage is on a leasehold), are herein referr "Property".  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor!! defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenant restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  |  |  |  |  |                             |
| property, and all easements, rights, appurenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remulin a rank of the real proper by this Mortgage; and all of the foregoing, together with said property (or the leasehold extate it this Mortgage is on a leasehold) are herein retern "Property".  Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagor will defen the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  |  |  |  | 0  |                             |
| the tille to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by   | roperty, and all easements, rights, a<br>flached to the real property, all of wh<br>y this Mortgage; and all of the forego<br>Property". | appurtenances, rents, royalties, mi<br>ich, including replacements and ac<br>ping, together with said property (a  | neral, oil and gas rights and profit<br>Iditions thereto, shall be deemed to<br>the leasehold entate if this Mortg | s and water rights and all fixtures now or he to be and remain a cert of the real property of age is on a leasehold) are herein referred to    | reafter<br>overed<br>as the |
| County COOK as Document No. 24381065 ("prior mortgage").  Mortgagor further covenants:  1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided: it being a understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior shall constitute a breach of a condition of this Mortgage.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.  This instrument prepared by and to be returned to Bank One, CHICAGO, NA   | ne title to the Property against all cla   | tims and demands, subject to any c<br>nencumbered except for the balan   | leclarations, easements, restrictions<br>se presently due on that certain m  | ns, conditions and covenants of record, and a portugage held of record by  | zoning                      |
| Mortgagor further covenants:  1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided: if being significant understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior shall constitute a breach of a condition of this Mortgage.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.  This instrument prepared by and to be returned to Bank One, CHICAGO, NA   | 2001   |  |  | MARCH 29, 1978   |                             |
| 1. To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagoe such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being so understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior shall constitute a breach of a condition of this Mortgage.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.  This instrument prepared by and to be returned to Bank One, CHICAGO, NA  | ounty COOK as  | Document No  | ("prior mc <sub>i</sub> rtgage").  |  |                             |
| such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; if being sunderstood that although Mortgagee may take such curative action. Mortgagor's failure to comply with any of the covenants of such prioshall constitute a breach of a condition of this Mortgage.  2. To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be waste upon said Property.  This instrument prepared by and to be returned to Bank One, CHICAGO, NA  |  |  |  |  |                             |
| waste upon said Property.  This instrument prepared by and to be returned to Bank One, CHICAGO, NA  | such covenants Mortgagee here<br>for all sums so paid by it for the<br>understood that although Mortg                                    | ein may, atits option, do so. Mortga<br>e Mortgagor (and Mortgagor's bei<br>pagee may take such curative acti      | gee shall have a claim agains) Mo<br>reficiary, if applicable) plus interi   | rtgagor (and Mortgagor's beneficiary, if applic<br>est as hereinalter provided; it being specif  | cable)<br>ically            |
|   |  | ngs now or hereafter situated upon   | the Property at all times in good  | repair and not to commit or suffer to be come  | mitted                      |
| Address: P.O. BOX 7070  ROSEMONT, IL 60018-7070   | P.O. BOX 7070  | بريكر  | CAGO, NA   |  | M                           |

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- 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 enclimbering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies 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 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 funless required by faw) 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, 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 thereby secured) without Mortgagee's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgagee may, at its option, declare all the sums secined 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 ser used 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 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 fire Mortgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not curer, on or before the date specified in the notice, Mortgage 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 fire 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 it.

This Mortgage shall be governed by the law of the State of Plancis, including without limitation the provisions of Plancis Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any principles or clause of this Mortgage, or Agreement conflicts with their 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.

Mortgagor shall be liable to Mortgagee for all legal costs, including bur of limited to reasonable attorney tees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such act an proceeds to judgement. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

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

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 Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagoe

In the event the Mortgagor executing this Mortgago is an Illinois fand trust, this Mortgago it executed by Mortgagor, not personally, but as Trustee alores a din the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that if possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing cor rained 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 the Agrizement 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 Mortgago, 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.

WINDING

CORNA CEORCE

| MICHAEL J. MNDY  |
|--|
| NINA L. LINDY  |
| slig in and foregrid County, in the State aforesaid, DOHERFRY CERTIFY THAT   |
| olic in and for said County, in the State aforesaid. DO HEREBY CEPTIFY THAT  personally known  |
| subscribed to the foregoing instrument, appeared before  |
| signed, sealed and delivered the said instrument as ses therein set forth, including the release and waiver of the right of homestead. |
| Notary Public Commission Expires: WAY 19 93  WAY 19 93  WAY 19 93  |
|  |

## UNOFFICIAL COPY, 4

EXHIBIT "A"

#### LEGAL DESCRIPTION:

LOT 16 IN MARY T. BIELBY'S EDGEWATER ACRES, BEING A SUBDIVISION OF 1/2 EAST 4/56 FEET OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAXES: 18-32-106-007

PROPERTY ADDRESS: 11055 W. 80TH PLACE

-OUNT CIEPTS OFFICE LAGRANGE, IL 60525