# UNOFFICIAL COPY Service Service Revolving Credit Mortgage

| This Mortgage is made this                                                                                                                                                                              | 29 t hdayo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | APRIL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ,19 <u>_93</u> betw                                                                 | een the Mortgagor SAMU                                                                                                 | L J. SEGVICH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| Mortgagor or Mortgagor's beneficiary                                                                                                                                                                    | (if applicable) has en                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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| APRIL 29 1993 provides ansong other things had Morappicable) until the last business day                                                                                                                | rtgagee under certain<br>y of the 120th full cale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| This Mortgage is given to secure the oparties that the Mortgage is recorded with a the harewith to protect the security of this amount available under the Agreeme                                      | r e Recorder of Deeds<br>יניסולפט or permitted<br>ייט שיליט איניט איני                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | of the County in which the drop of the advanced in confort the advanced in confort the con | ne real property dec<br>ormity with the Illinois<br>or obligatory advance           | cribed below is located or ac<br>s Mortgage Foreclosure Agri                                                           | vanced in accordance<br>sement. The maximum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| any time and which is secured hereb                                                                                                                                                                     | y shal' nr i at any time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     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| In order to secure the repayment of the and/or renewals of same, with interest to the Property (as hereafter defined) and the performance of the covenants Agreement and in consideration of the        | at thereon as provided<br>for the payment of prices<br>and agreements of a<br>e advances made out                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | in the Agreement, the p<br>ir liens, taxes, assessme<br>fon pagor contained here<br>er contemporaneously h                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ayment of all other ints, in surance premiers and of the Mortagers with or to be ma | sums, with interest thereon, i<br>iums or costs incurred for pro<br>gor or beneficiary of Mortgag<br>de in the future, | advanced with respect<br>fection of the Property                                                                                                                                                                                                                                                                                                                                                                                                                                                                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| Mortgagor does hereby mortgage, gi                                                                                                                                                                      | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            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| Common Address: 2729 B.                                                                                                                                                                                 | GREENVIEW U                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | INTUAGO, IL DO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 014                                                                                 |                                                                                                                        | manufacturing day of source of the second participation of |
| Property Tax No.: 14-29-3                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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| TO HAVE AND TO HOLD the same uproperty, and all easements, rights, an attached to the real property, all of which by this Mortgage; and all of the foregout Property".                                  | opurtenances, rents, rech, including replacement, including replacement, and including replacements and including the second control of the second control | oyalties, mineral, oil and<br>ents and additions there<br>property (or the leasehol                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | gas rights and profit<br>o, shall be deamed i<br>d estate if this Mortg             | s and water lights and all fix<br>to be and remain ક મુશ્કે of the<br>age is on a leasehk.id) are hi                   | res now or hereafter real property covered rein referred to as the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Mortgagor covenants that Mortgagor the title to the Property against all clai restrictions and that the Property is un                                                                                  | ms and demands, sub<br>encumbered except fo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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| County COOK as D                                                                                                                                                                                        | Document No. 93                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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| MUNUAGON IDINION COVENIANTS.                                                                                                                                                                            | 1 _                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | C-00/31 T/ C001; 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| <ol> <li>To perform all the covenants on the<br/>such covenants Mortgagee here<br/>for all sums so paid by it for the<br/>understood that although Mortgashall constitute a breach or a con-</li> </ol> | iiramay, at its option, do<br>Mortgagor (and Mort<br>agee may take such o                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | eso. Mortgagee shall hav<br>(lagor's beneficiary, if a<br>surative action, Mortgage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | e a claim against Mo<br>oplicable) plus inter                                       | rtgagor (and Mortgagor's bei<br>est as hereinafter provided                                                            | neficiary, if applicable)<br>; it being specifically                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Z.To keep and maintain all building waste upon said Property.                                                                                                                                           | gs now or hereafter si                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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                                                                                                                                                                                                                                                                                                        | at all times in good                                                                | repair and not to commit or s                                                                                          | uffer to be committed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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| This instrument prepared by and to be                                                                                                                                                                   | returned to Bank On                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | . 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- 3. To keep the Property insured against loss or damage by tire and windstormand such other hazards as Mortgague requires, or the behelit of Mortgague and the holder of any prior minitigage in the aggregate amount of the total mortgage indebtedness encombeting said Property with insurance companies accoptable to Mortgages, and to deposit the policies of insurance with Mortgage oil requested by Mortgages. Mortgages in hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and draft, assured 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 Mortgagrie, to pay to Mortgagee on each installment date a sum equal to the sum of one-liwelith (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. Mortgagge 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. It such deposits are fess than the amount required for the payment of taxes and assessments. Mortgagor shall, on demand, pay such deliciency

If all or any part of the Property or an interest therein (including beneficial interest in the land trust. I applicable) is sold, assigned, transferred or further encumbered by Mortgagor or its be neticiary (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 tonger the principal residence of Mortgagor or its beneficiary (if 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 Mortgago, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagor (and Mortgagor's beneficiary, if applicible) 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 surin bleach 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 init. Mortgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the data specified in the notice. Mortgages at Mortgages's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may forecluse this Mortgage by judicial proceedings

Any tor pearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercis and any such right or remedy by Mongague.

This Militigage 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 playish as or clause of this Martgage, or Agreement conflicts with then applicable law, such conflict shall not affect other provisions of this Murtgage 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 by and 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 a lien on the Property

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

LAND TRUST:

Each of the covenants and agreements berein 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 Mortgagore

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagor, not personally, but as Trustee aforesaid 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 corriain at 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 Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any coveriant, 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 Mortgagor is personally concerned. Mortgagoe, 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 !!

|                                              | not personally bu                              |                                    | A 1                                   |
|----------------------------------------------|------------------------------------------------|------------------------------------|---------------------------------------|
| as Trustee under Trust Agreement dated       |                                                | & timuel                           | A Lagrand                             |
| and known as Trust Number                    | •                                              | SAMUEL J.                          | SAICH X                               |
| BY:                                          | anguara ang ang ang ang ang ang ang ang ang an | X A Or                             | in Ser (ill)                          |
| its:                                         |                                                | KAREN SEGVIC                       | H / /                                 |
| County of WILL                               | \$661'41'EMY '488                              | OMERNACO AN                        |                                       |
| State of Illinois                            | A. ALLEYER IC STATE OF BLEBOIS                 | CAND                               |                                       |
| State of mariors                             | TVM TVI                                        | 1410                               |                                       |
| I, CAROL A, ALLEYNE                          | a Notary Public in ar                          | id for said County in the State at | nresaid DÖHEREBY CERTIFY THAT         |
| SAMUEL J. SEGVICH AND KAREL                  |                                                |                                    |                                       |
| to me to be the same personS                 | whose name S                                   | ARE subscribed to the              | foregoing instrument, appeared before |
| me this day in person and acknowledged that  |                                                |                                    |                                       |
| Given under my hand and notarial seal this 2 | 9thday of                                      | APRIL                              | 19 03 ∫                               |
| Given under my hand and notarial seal this2  |                                                | Ourse Cr. C                        | leune                                 |
|                                              | Noy                                            | Try Public                         | $\Delta$                              |
|                                              | Q5n                                            | mission Expires: 4/1               | 7/95 / \                              |

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AL ON CO UNIT 2725E, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PARK LANE TOWNHOME CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 85-245,725, AS AMENDED FROM TIME TO TIME. IN PARTS OF SUPERIOR COURT PARTITION SUBDIVISION, JOSEPH R. SHEFFIELD'S SUBDIVISION OF BLOCK 45 IN SHEFFHELD'S ADDITION OF CHICAGO, LEMBERKE'S SUBDIVISION OF LOT 5 IN BLOCK 45 IN SHEFFIELD'S APPLITION TO CHICAGO AND SUBDIVISION OF LOT 1 IN LEMBERKE'S SUBDIVISION OF LOGS IN BLOCK 45 OF SHEFFIELD'S ADDITION TO CHICAGO, ALL IN THE SOUTHWRST 1/4 OF SECTION.29, TOWNSHIP THE CL. 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

2729 8. GREENVIEW PROPERTY ADDRESS: CHICAGO, IL 60614

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Proberty of Coof County Clark's Office