BANK ĒONE.

Revolving Credit Mortgage

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TO HAVE AND TO HOLD the same property, and all easements, rights, attached to the real property, all of who by this Mortgage; and all of the forege "Property". Mortgagor covenants that Mortgagor the title to the Property against all of restrictions and that the Property is of	appurtenances, rents, royalt hich, including replacements oing, together with said proper law the Property and demands, subject the necessity of the property and demands, subject the necessity for the	ies, mineral, oil and and additions there erty (or the leaseho operty and has the to any declarations, a balance presently	I gas rights and pi ito, shall be deem id estate if this M right to Mortgage easoments, restr due on that cartai	rofits and water ri ed to be and rema ortgage is on a lea e the Property; the ictions, conditions in mortgage held	ghte and all fix in a part of the azehoid", are he eat Mortyayou and cover,and of record by	tures now or hereafte real proporty covere- erein referred to as the will defend generall schrecord, and zoning
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To keep and maintain all build waste upon said Property.	ings now or hereafter situate	ed upon the Propert	y at all times in go	ood repair and no	t to commit ar :	suffer to be committee
This instrument prepared by and to	be returned to Bank One.					
	7070 IL 60018-7070		<u> </u>		23.50	3

UNOFFICIAL COPY

- 3.To keep the Property Insured against loss or damage by fire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said Property with insurance companies acceptable to Mortgagee, and to deposit the 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, undoes of tracks 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 reprinting the dimaged Property.
- 4.To pay all taxes and assessments against said Property as the same shall become due and payable or, at the request of the Mortgagee, to pay to Mortgagee on each installment date a sum equal to the sum of one twelfth (1/12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Mortgagee. Said deposits shall be without interest paid by the Mortgagee (unless required by law) and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor. Mortgagee assumes no responsibility for the validity of any tax or assessments.

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 deliciency.

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 secured by this Mortgage to be immediately due and payable.

Upon Mortgagor's (or Mortgagor's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set torth 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 so, not each 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 the Mortgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings.

Any torbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by Mortgagee.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any provisions or clause of this Mortgage, or Agreement conflicts with then applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provision, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgager shall be liable to Mortgagee for all legal costs, including 5.4 not limited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such at ion 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 air ignit of homestead exemption in the Property.

LAND TRUST

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 Mortgager.

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 in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing or intained 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 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 Mortgagor is responally concerned, Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security right at any time to secure the payment thereof.

		INDIVIDUALS.	
as Trustee under Trust Agrooment dated		Joseph Ditied	
and known as Trust Number		MOCEOU N. DIFTENCE	
BY:			
its:		CAROL J. DIETRICH	
County of COOK		94414541	
State of Illinois			
. CARO C GREGG JOSEPH N. DIETRICH AND CAROL J. DIET	, a Notary Public	lic in and for said County, in the State aforesaid, DO HEREBY CERTIFY THpersonally kno	
to me to be the same person S	whose name_S	subscribed to the foregoing instrument, appeared bet	ore
		signed, sealed and delivered the said instrument sestherein set forth, including the release and waiver of the right of homeste	
Given under my hand and polarial seal this PAL 20th	h day of	Blance Dougs.	
Notary Public, Cook County State of Illinois Inty Commission Expires 2-20-95	•	Notary Public Commission Expires: 2-30-95	