

This Mortgage dated April 11, 1994, is made and entered into between Sonita A. Revolt, whose address is 2611 S. Maple Ave., Brookfield, Illinois 60513

MORTGAGE

94-141508

(the "Mortgagor") and COMMERCIAL NATIONAL BANK OF BURWYN 3122 N. Oak Park Ave., Bellmaw, IL 60402, a national banking association, (the "Mortgagee").

Whereas, the Mortgagor is indebted to the Mortgagee in the principal sum of Fifty thousand and 00/100ths Dollars (\$50,000.00), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagor will provide the Mortgagee with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof); not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under this Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unbilled interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois, to wit:

Lot 2 and 3 in Block 1 in Talmia and Thiele's Edgewood being a subdivision in the NW 1/4 of the SE 1/4 of Section 27, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

94441508

• DEPT-01 RECORDING \$25.50  
• T#0011 TRAN 1866 05/17/94 09:55:00  
• #6918 + RV \*-94-44 1508  
• COOK COUNTY RECORDER

Commonly known as: 2611 S. Maple Ave. Brookfield, Illinois 60513

PIN: 15-27-400-047

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto the Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

THE MORTGAGOR COVENANTS:

- A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due); and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, corner of any deficiency, any receiver or redemption, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing the Property, if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thererof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (11) To complete

**UNOFFICIAL COPY**

The amount of the indemnities shall be delivered to the proprietor of his residence.

H. In case the Property, or any part thereof, shall be taken by condemnation, the Mortgagor hereby empowers to collect and receive all compensation which may be paid for any of the Property taken or for damages to any of the Property not taken and all condemnation compensation shall be forthcoming as provided by the Mortgagor.

we be obliged to pay to the proprietor of the newspaper, and such sum as may be paid to the editor, or to the printer, or to the publisher, or to the distributor, or to the subscriber.

(c) Deep excavations under the debris of an Interstate or Intercity highway shall be paid out of the proceeds of the property which might affect the security thereof, whether or not actually commenced, in the event of a locomotive sale of the Property.

connection with (a) any proceeding, including proceedings before either party hereto shall be a party to or in connection with (b) the commencement of any suit for the forcible rescue, removal after the accrual of the right to locate, or the removal of any equipment or property of the company or any of its subsidiaries or affiliates.

deals in the judgment of sale all expenditures and expenses together with interest thereon at the rate of 12% per annum or at the rate under the Agreement, whichever is higher.

During the dependency of such individuals, suits and case calculations period of readmission and subsequent treatment and protection, which concerned, may be applied outside as well as inside the state, towards the payment of the indemnities, costs, taxes, insurance or other items needed. For the protection and prevention of such individuals there is a judge merit (herefore in section 20), and if a referee shall be appointed he shall remain in possession

Q. I ask upon the committee of my legislature and proceeding after the same shall be carried out, or any party claiming under him, and without regard to the nature of the title or the value of the property to the satisfaction of the keeper of the register of the Propery, or whether the same shall then be carried by the owner of the property or by the keeper of the register of the Propery.

Any part of the sums secured hereby remains unpaid, and in the further event that the Mortgagor does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of, or, during the records of, the Mortgagor to show the change of ownership.

options and without incurring the usual overheads associated with the preparation of such documents. The parties may also agree to have the documents prepared by a solicitor or other professional advisor.

the record does otherwise permit herunder, or if the Mayor, for cause to complete within a reasonable time, any building or structure in process of erection upon the premises or property of a corporation, or upon the premises or property of any individual, firm, or company, or upon the premises or property of any other person, and upon the payment of a sum to condemn all or a part of the property, then and in any of said events, the Mayor shall thereby authorized and empowered, at his

3. If the performance of any co-operative collective under the scheme is made difficult by reason of any extreme act or omission under the scheme, the scheme may declare to it or any extended trustee for payment of the indebtitudes secured hereby, without discharging or in any way affecting the liability of the scheme, and may declare to it or any extended trustee for payment of the indebtitudes secured hereby, without discharging or in any way affecting the liability of the scheme.

This language is used by many dairy deer and peccaries.

transferred or assigned by the beneficiary without the prior consent of the original trustee, (excluding § 8), the creation of a lien or encumbrance upon benefits to the trustee.

at the date hereof or a later date, or having been advanced, shall have been repaid in part and further advances made at a later date under the terms of this Mortgagor and the Agreements.

money as above authorized, but nothing herein contained shall be construed as requiring the payment of any money for any purpose nor to do any act hereunder and the language shall not incur any personal liability because of anything it may do or omit to do hereunder.

such money together with interest thereon at the rate payable from time to time on outstanding principal under the Agreement shall become due and payable to the payee or to his order.

C. This item is a statement of fact and is not negotiable. It is not a part of the Agreement.

B. This Mortgagor and the Assignee will provide for additional loans which may be made at the option of the Mortgagor and secured by this Mortgage and is agreed that in the event of such loans the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the indebtedness evidenced by the Agreement before any sum so paid or otherwise applied shall be paid to the holder of such loan and shall be a part of said indebtedness under all the terms of the Agreement to no extent, however, shall such additional loans exceed an amount equal to the sum of the principal and interest then due and payable on the original loan.

opinion of the Xerophyte species, all costs, expenses and some fees incurred or paid by the Xerophyte in any proceeding in which it may be made a party defendant by reason of this Xerophyte; and (3) To perform all obligations under any prior mortgage or other encumbrance which is senior to this mortgage and affecting the Proprietary.

# UNOFFICIAL COPY

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagor may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagor's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Mortgagor shall be given by certified mail, return receipt requested to Mortgagor's address stated herein or to such other address as Mortgagor may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagor when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagor shall release this Mortgage.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 14<sup>th</sup> day of April 19 94

X Bonita Revolt (SEALS)

(SEALS)

(SEALS)

(SEALS)

STATE OF ILLINOIS }  
COUNTY OF { SS  
Cook

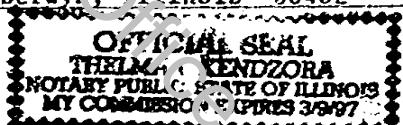
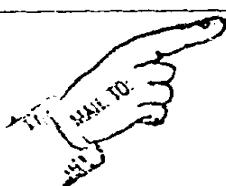
I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that \_\_\_\_\_  
Bonita R. Revolt

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said mortgage as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 14<sup>th</sup> day of April 19 94

Notary Public

THIS INSTRUMENT PREPARED BY: James A. Cairo/Commercial National Bank of Berwyn  
3322 S. Oak Park Ave Berwyn, Illinois 60402



SOCIAL SECURITY  
NUMBER  
044-11-0505

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

94441503