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EQUITY Money
Service

BANK ONE

9403146 Revolving Credit Mortgage

This Mortgage is made this 13th day of May, 1994, between the Mortgagor KEVIN J. VALENTINE AND MARY E. VALENTINE, HUSBAND AND WIFE

and the Mortgagee BANK ONE, CHICAGO, IL

9403146

(Mortgagee) whose address is

P O BOX 7070

ROSEMONT

IL

(Street)

(City)

60018-7070

(State)

(Zip Code)

Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated 5/1/94, as the same may be modified or extended and/or renewed from time to time ("Agreement") which provides among other things that Mortgagee under certain conditions will make loan advances from time to time to Mortgagor or Mortgagor's beneficiary (if applicable) until the last business day of the 120th full calendar month following the date of the Agreement.

This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or to be made pursuant to the Agreement from time to time, made after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herewith to protect the security of this Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Agreement. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at any time and which is secured hereby shall not at any time exceed \$ 28,000.00.

In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions and/or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereinafter defined) for the payment of prior taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagor contained herein and of the Mortgagor or beneficiary of Mortgagor (if applicable) in the Agreement and in consideration of the advances made in this contemporaneously herewith or to be made in the future,

Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of

COOK

State of

ILLINOIS

and described as follows:

THE EAST 31 FEET OF THE EAST 107 FEET OF LOT 1 AND OF THE NORTH 1/2 OF LOT 2 IN BLOCK 2 IN HITT'S ADDITION TO EVANSTON, SAID ADDITION BEING A SUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 58 IN THE VILLAGE (NOW CITY) OF EVANSTON, IN COOK COUNTY, ILLINOIS.

Sec. 13 T 41 N, R 13 E

Common Address: 1508 GREENWOOD STREET, EVANSTON, IL 60201

Property Tax No: 10-13-427-006

TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) as herein referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property, that Mortgagor will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants on record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by

ASSOCIATES NATIONAL MORTGAGE CORPORATION, recorded with the Recorder of Deeds JANUARY 11, 1994

County COOK as Document No 94031464 ("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 to perform such covenants Mortgagee hereinafter, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) for all sums so paid by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided, it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.

2 To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committed waste upon said Property.

This instrument prepared by and to be returned to Bank One, CHICAGO, IL

Address P O BOX 7070

ROSEMONT, IL 60018-7070

LOAN OPERATIONS

Form No. 21002-10-03

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4. To keep the Property in good condition, repair the same when required by the Mortgagor at the reasonable expense of the principal amount of the principal sum due and payable, upon giving the Mortgagor written notice of such requirement, and to do all that may be necessary to protect and preserve any part of the subject matter of this Agreement, notwithstanding what otherwise may be contained in this Agreement, for the purpose of referred repair or repairing the damaged property.

4. To pay in taxes and assessments levied against the Property in the manner provided for in Article 15 of this Agreement. Upon the failure of the Mortgagor to pay any such tax or assessment in full within two months from the date when the same becomes due, the Mortgagor shall be liable to the City of Chicago for interest on the amount unpaid, to be paid to the City of Chicago at the rate of six percent per annum, and to the Sheriff or other officer of the City of Chicago, or his assignee, for collection expenses, to be paid to the Sheriff or other officer of the City of Chicago, or his assignee, for collection expenses.

In the event the Mortgagor ceases to keep the Property in good condition, repair the same when required by the Mortgagor, and pay in taxes and assessments, the principal sum due and payable by the Mortgagor, shall be deemed due and payable.

If after any part of the Property is alienated by the Mortgagor, or if the Mortgagor dies or becomes incompetent, the Mortgagor or the party having the power to consent thereto, shall cause to be executed by the Mortgagor or the party having the power to consent thereto, a Mortgagor's Waiver, in which case the Mortgagor shall declare all the amounts due by the Mortgagor to be immediately due and payable.

Upon Mortgagor's or Mortgagor's heirs' or legatees' failure to make payment when due or upon the occurrence of any other event or circumstances which would constitute a default under Article 14 of this Agreement, the Mortgagor or the party having the power to consent thereto, shall cause to be executed by the Mortgagor or the party having the power to consent thereto, a Mortgagor's Waiver, in which case the Mortgagor or the party having the power to consent thereto, shall declare all the amounts due by the Mortgagor to be immediately due and payable.

Any action or proceeding by Mortgagor to recover any amount of money herein is hereby agreed to be limited to the sum of \$10,000.00, and no action or proceeding for more than the amount of \$10,000.00 shall be maintained by the Mortgagor against the Mortgagor or the party having the power to consent thereto, for any amount in excess of \$10,000.00.

The Mortgagor is permitted by the law of the State of Illinois to collect the amount of any judgment obtained by the Plaintiff, which amount of judgment will be limited to the amount of \$10,000.00, plus expenses of suit and attorney's fees, to the Plaintiff, and the Plaintiff will be entitled to sue the Mortgagor or the party having the power to consent thereto, in any court in the State of Illinois.

Mortgagor, the beneficiaries of Mortgagor's estate, or legatee, or his or her assigns, shall have the right to file a bill of complaint in any court in the State of Illinois to enforce any of Mortgagor's rights, or for which Mortgagor is entitled to judgment, and the Plaintiff will be entitled to sue the Mortgagor or the party having the power to consent thereto, in any court in the State of Illinois.

Mortgagor and the beneficiary of Mortgagor, and legatees thereof, waives all right of action against the Mortgagor or the party having the power to consent thereto, in respect of any property.

Each of the covenants and agreements herein contained is made for the benefit of the parties hereto, and their heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's spouse, and Appellee, and Mortgagor.

In the event the Mortgagor exercising the Mortgagor's and/or the Mortgagor's heirs', legatees' or legatees' power to consent thereto, shall cause to be executed by the Mortgagor or the party having the power to consent thereto, a Power of Attorney, in which case the Mortgagor or the party having the power to consent thereto, shall have the right and authority to exercise the instrumentality and to exercise stated and unexercised authority to pay any and all amounts due and payable by the Mortgagor or the party having the power to consent thereto, by any method of payment or payment of the principal amount of the principal sum due and payable by the Mortgagor or the party having the power to consent thereto, or by assignment of the principal sum due and payable by the Mortgagor or the party having the power to consent thereto.

LAND TRUST

11-1-67-0003

as Trustee under Trust Agreement dated

and known as Trust Number:

REV. J. VALENTINE

MARY E. VALENTINE

County of Cook
Date of signing:

I, Zack Allen, Sign of Attorney for Kevin J. Valentine and Mary E. Valentine
KEVIN J. VALENTINE AND MARY E. VALENTINE, HUSBAND AND WIFE
to me to be then personally known, S. where same S. RECEIVED RECORDED SEARCHED INDEXED FILED NOTARIZED
me this day in person and acknowledged that THEY
DEIR Free and voluntary act for the uses and purposes hereinafter set forth, and executed in accordance with the laws of the State of Illinois.

Given under my hand and signed as Notary Public on the day of 13th day of July 1979 at Chicago, IL
OFFICIAL STATE
SYED ZAHID KHAN
Notary Pub. No. 1-20442
My Commission Expired 2-21-80

Notary Public
City of Chicago