BANK FONE Ords # A0062426 Revolving

Service

Revolving Credit Mortgage

MONK D. DIRBAS AND IMPRILYIN D. DIRBAS, MARRIED TO EACH OTHER ("Mortgagee BANK ONE, OHICADO, IM. ("Mortgagees") whose address and the Mortgage of the Committee of the Committe	This Mortgage is made this _	8th	day of	June	, 19_9	4betwe	en the Mortgago	or		
P 0 BOX 7070 (Street)	M	ARK D. DYBA	S AND MARILYN	D. DYBAS,	MARRIED TO E	ach other	}	···-	<u>-</u>	
Mortgagor or Mortgagor's beneficiary (it applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgago dised June 8, 1994 — as the same may be modified or extended and/or reviews the Mortgagor of Mortgagor or Mortgagor's beneficiar process among other throns that Mortgagor under certain conditions will make loan advances from time to time to Mortgagor or Mortgagor's beneficiar propellocable) under the tast recipies sky of the 120th Motorgagor of the 120th Motorgagor or Mortgagor's beneficiar process in the Mortgagor is excelled. With the Recorder of Declarity ment of Edward has a developed the security of the Recorder of Declarity ment of Edward to the Agreement Tom the foreign from the foreign is excelled. With the Recorder of Declarity ment of Edward to the Agreement of the Agreement of the Agreement of the Security of the Recorder of Declarity and which is secured hereby an anotation at any time exceeds. 75,000,00 in order to secure the repayment of the oxis sinking and unpaid indebtedness advanced from time to time under the Agreement and any and all extension and which is secured hereby an anotation of the Agreement, the payment of all others sums, with interest thereon, advanced with responsible to the security of the payment of the oxis sinking and unpaid indebtedness advanced from time to time under the Agreement and any and all extension and the payment of the oxis sinking and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions are the repayment and the consideration of the advanced in make form the payment of all others sums, with interest thereon, advanced with responsible property (as horsaled others) from the payment and all property of the Mortgagor of the Mortgagor (as payleadle) in Agreement and in consideration of the advanced make of the foreign of the Mortgagor (as payleadle) in Agreement and in consideration of the advanced make of the foreign of the Mortgagor and all extensions 10 Payleadle and the State of the	and the Mortgagee BAN	K ONE,	CHICAGO, NA	·				"Mortgagee") whose add	ress is
Nottgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagor developed as the same may be modified or extended ander renewed from time to time (*Agreement') with provided among other things that Mortgagor developed in the control of the 10th Mortgagor's beneficiar profession among other things that Mortgagor or device certain conditions will make loan advances from time to time to Mortgagor's beneficiar profession among other things that Mortgagor or the certain conditions will make loan advances from time to time to Mortgagor's beneficiar profession and the structure of the 10th Mortgagor or the 10th Mortgagor or Mortgagor's beneficiar profession and the structure of the 10th Mortgagor or permitted or below make the present to the Agreement from time to time the Mortgagor is recorded. With the Reformation of the 30th Mortgagor or permitted or obligatory advances mentioned above, which may be outstanding any time acceeds. 75,000.00 In order to secure the repayment of the outsynfating and separate developed in the Agreement, advanced in the Agreement, the payment of all others sums, with interest thereon, advanced in the Agreement, the payment of all others sums, with interest thereon, advanced with respect to the Poperty (as the Poperty) as the teacher defined) for the pay indictor form interest thereon or to be made or the Mortgagor of the Mor	P i	0 BOX 7070		R	COSEMONT		1	L 6	0018-7070	
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June 8. 1994 as the same may be modified or extended anodor reserved from time to time ("Agreement") with crowds among other throns that Mortgage or under carbina conditions with make loan advances from time to time to Mortgagor of Mortgagor of Sendinger's beneficiar applicable) until the last's schools do not be 100 hold caloristic month following the date of the Agreement. This Mortgagor is recorded with the Recorder or Deeds of the County in which the real property discrebed below is located or schanced in accordal receiver to protect the security of this Mortgago or permitted or the edition of the Agreement in the Recorder or Deeds of the County in which the real property discrebed below is located or schanced in accordal receiver to protect the security of this Mortgago or permitted or the edition of the Agreement in the receiver of the make the edition of the Agreement in the receiver of the make the mount and above, which may be outstanding any time and which is secured hereby, the not at my time exceeds 7. 75,000.00.00. In order to secure the registryment of the outstanding and unposit indobledness advanced from time to time under the Agreement and any and all extensionally or the Property fast hereby and property of the page of the page of the Agreement and in surrounding the Property fast hereby and the schances the property distributed from time to time under the Agreement and on the Property fast hereby and the page of the page of the Agreement and in consideration of the advances make of the Property as interest thereon, advanced with respondent to consideration of the advances make of surrounding property and the advances make of surr	Mortaggor or Mortaggor's b		pplicable) has enter	red into a Horr	ne Equity Line of (Credit Agree	ement with the h	Aortgagee da	ted	
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35, TOANSHIP 37 NORTH, RANCE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID PARK VIE ESTATES SURDIVISION RECORDED JULY 24, 1979 AS DOCUMENT 2006488, IN COOK COUNTY, ILLINOIS. 94557234 DEPT-01 RECORDING 140011 TRAN 2613 06/24/94 14 99653 \$ RV \$ -94 -55 Common Address: 13385 STRANBERRY LANE, ORLAND PARK, IL 60462 COOK COUNTY RECORDER Property Tax No: 23-35-310-020 TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereal attached to the real property, all of which including replacements and additions thereto, shall be deemed to be and rem and a nat of the real property, and all of which including replacements and additions thereto, shall be deemed to be and rem and and right the real property cover by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as Property. Mortgager covenants that Mortgagor is lawfully seized of the Proporty and has the right to Mortgage the Property, that Mortgagor will defend gener he title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record and zon astroctions and that the Property is unencumbered except for the balance prosently due on that certain mortgage held of record by LibeRRY NATIONAL MORTGAGE CORPORATION recorded with the Recorderol Deeds JULY 14, 1993 Dounty COOK as Document No. 93540515 ("prior mortgage") and Mortgagor's beneficiary, if application and the covenants on the part of Mortgagor (and Mortgagor's beneficiary, if application and all fine to the Mortgagor (and Mortgagor's beneficiary, if application and all fine to the Mortgagor (and Mortgagor's beneficiary, if application and all fine to the Mortgagor (and Mortgagor's beneficiary, if application and all fine the fore of the fine the foreign specific understood that although Mortgagor (and Mortgagor's beneficiary, if application and all fine								County of		
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O HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvematives now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now or hereafter tached 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 covery this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a lense bid) are herein referred to as Property. Identifying or covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property, that Mortgagor will defend generie title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zon strictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by LIBERTY NATIONAL MORTGAGE CORPORATION in recorded with the Recorder of Deeds. JULY 14, 1993 Sounty COOK as Document No. 93540515 ("prior mortgage"). If 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 real such covenants Mortgagee herein may, at its option, do so. Mortgagoe shall have a claim against Mortgage and upon failure of Mortgagor to real such covenants Mortgagee herein may, at its option, do so. Mortgagoe shall have a claim against Mortgage and upon failure of Mortgagor to real such covenants Mortgagee and upon failure of mortgagor to real sums so paid by it for the Mortgagor (and Mortgagor is beneficiary, if applicable) plus interest as hereinafter provided, it being specific understood that although Mortgage may take such curative action. Mortgagor's failure to comply with any of the covenants of such prior mortgage has a prior mortgage and property. 2. To keep								 		
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such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgager (and Mortgager's beneficiary, if applicable) plus interest as hereinafter provided; it being specifical understood that although Mortgagee may take such curative action. Mortgager's failure to comply with any of the covenants of such prior mortgatishall 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 commit waste upon said Property. his instrument prepared by and to be returned to Bank One. CHICAGO, NA MUSEMONT, IL 60018-7070 RUSEMONT, IL 60018-7070 PHICAGO, IL-100.3-636.3.									Mana :- :	قىيور دەرەلىد.
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Modern P 0 80X 7070			ow or hereafter situ	ated upon the	Property at all tim	nes in good	repair and not t	o commit or s	ulter to be con	nmitted
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- 3.To keep the Property insured against toss 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 thereby, endorse checks and drafts issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of rebuilding or repairing the damaged Property.
 - 4 To pay all taxes and assessments against said Property as the same strall 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-twelfith (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 (a 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 forth in the Agreement. Mortgagor prior to acceleration shall mail notice to Mortgagor (and Mortgagor's beneficiary if applicable) specifying: (1) the breach. (2) it elaction required to cure such breach; (3) it date, not less than 30 days from the date the notice is mailed, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by its Mortgage and ferectosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice. Mortgage and 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 into Mortgage by judicial proceedings.

Any forbeatance by Mortgager in exercising any right or remedy hareunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by Mortgag. e.

This Mortgage shall be governed by the taw of the State of Illinois, including without fimitation 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 fegal costs, including but of limited to reasonable attorney tells 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 heroby and become a lien on the Property.

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

MY COMMISSION EXP. JUNE 2,1996

Each of the covenants and agreements herein shall be binding upon and shall inure turbs benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagor

In the event the Mortgagor executing this Mortgage is an Illinois land tribut, this Mortgage is injudicated 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 high the Mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing cordain, diherein 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 Adviernment or Mortgage, or any indebteaness secured by this Mortgage, or to perform any covernant, 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 prinsonally concerned. Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security girlen at any time to secure the payment thereof.

AND TRUST:		INDIVIDUALS,	
and the state of t	not personally but	1/1. (
s Trustee under Trust Agreement dated	·	- Pland C	2/12/00
and known as Trust Number		MARIL D. DYBAS	
ЭҮ.		Marile	with aller
s:		MARILYN D. DY	BAS
			-
County ofKankakee 1			
State of Illinois			
Sharon L Nelson MARK D. DYBAS AND MARILYN D. DYB	a Notary Public in and AS, MARRIED TO EACH OTH	for said County, in the State a	atoresaid, DO HEREBY CERTIFY THAT
me to be the same person 5	whose name S	subscribed to the	e foregoing instrument, appeared before
THEIR free and voluntary act,	D£Y	signed, sealed a	and delivered the said instrument as
iven under my hand and notarial seal this {			
OFFICIAL SEAL SHARON L NELSON ACCURATE DE IL LINOIS	North	,	nelson

Commission Expires: 6/2/9/2