BANK FONE OF CHARACTER AND THE PROPERTY OF THE

9350UR

سسم ومحدل سيه نصبته من استسمامه دارها ك	DRA L. SLERMAN,	single never Marrie	<u> </u>			
and the Mortonno	BANK ONF	CHICAGO, NA			(*Mortgagee*)	whose address is
P.O. BOX 707			ROSEMONT	i)	60018-7	
1.01 (8/1/70/	(Street)		(City)		(State)	(Zip Codu)
Mortgagor or Mortgag	,	plicable) has entered into i	n Homo Equity Line of Crat	dii Agraoment with	•	od
SEPTEMBER		as the same may	y be modified or extended	and/or renewed	from time to time	("Agraement") which
opplicable) until the la	is; cust loss day of th	o 120th full calandar mont	will make loan advances to h tollowing the date of the	Agrooment.		
after this Mortgage is herewith to protect the amount available und	recorded with the Re a security of init Mortg or the Agreeme in ax	corder of Deeds of the Cot page or permitted to be adv clusive of interest thereon :	loan advances made or to to unty in which the real prope ranced in conformity with the and permitted or obligatory	erty described belo la Illinois Mortoage	ow is located or advi Forectosure Agree	anced in accordance ment. The maximum
		rot at any time exceed \$,				
and/or renewals of so to the Property (as her	me, with interest their regitter defined) for the of the covenants and	uan as erovided in the Agr payn ent of prior llens, tax anzanmen's of Mortogons	tedness advanced from tim reement, the payment of al res, assessments, insuranc contained herein and of the poraneously herewith or to	l other sums, with to premiums or cos to Mortagor or bene	Interest thereon, ac its incurred for prote diciary of Morthagor	ivanced with respect action at the Property
	ny mortgage, grant ar		o following described real p	property located in		
	·					
LOT 67 IN GEOR SECTION 30, TO	KGE LILL'S SUBOT DWNSHIP 40 NORTH	VISION OF BLOCK 15 (, RANGE 14, EAST OF	IF THE SNOW ESTATE S TH. TH.RD PRINCIPAL	SUBDIVISION IN MERIDIAN, IN	THE NORTH WES COOK COUNTY,	T 1/4 OF ILLINOIS.
•			0,			
•						
. •.			45.		O1 RECORDING	
• .			J. Chair	. T+001 . +134	1 TRAN 3753 6 ‡ RV ★	09/14/94 1014 -94-800
	2021 N HAMII TON	CHICAGO II 60618		. T+001 . +134		09/14/94 1014 -94-800
Common Address:	3034 N HAMILTON 14-30-110-028	, CHICAGO, IL 60618		. T+001 . +134	1 TRAN 3753 6 ‡ RV ★	09/14/94 1014 -94-800
Common Address: Property Tax No.: TO HAVE AND TO He property, and all eases attached to the real proby this Mortgage; and "Property".	14-30-110-028 OLD the same unto Noments, rights, appurted perty, all of which, incall of the foregoing, to	lortgagee, its successors a nances, rents, royalties, m cluding replacements and a gether with said proporty (o	and assigns, together with ineral, oil and gas rights and ditions thereto, shall be don't the leasehold estate if this	all the improvemand profits and ward emod to be and reis Mortgage is on a	1 TRAN 3753 6 + RV ** OK COUNTY REC Its now or hereafte or rights and all lixtue am un a part of the received a leasehold) are here	09/14/94 1014 - 94 - 900 ORDER refected on the real res now or hereafter pal property covered pin referred to as the
Common Address:	14-30-110-028 OLD the same unto Noments, rights, appurted perty, all of which, incall of the foregoing, to that Mortgagor is law against all claims are	ortgagee, its successors and ances, rents, royalties, multiding replacements and a gether with said property (clully seized of the Property demands, subject to any obered except for the balances.	and assigns, together with ineral, oil and gas rights and ditions thereto, shall be don't the leasehold estate if the easehold estate if the declarations, easemonts, there presently due on that co	all the improvemand profits and wait seemed to be and reis Mortgage is on a gage the Property estrictions, conditionally entain mortgage he	1 TRAN 3753 6 + RV **~ OK COUNTY REC Its now or hereafter rights and all lixtuem in a part of the received as the received are here. I that Morigager will one and coverent according to the received and the received a	09/14/94 1014 - 94 - 900 ORDER rerected on the real res now or hereafter pal property covered pin referred to as the lill delend generally plicoord, and zoning
Common Address:	14-30-110-028 OLD the same unto Ments, rights, appure sperty, all of which, incall of the foregoing, to that Mortgagor is law y against all claims are Property is unencur	ortgagee, its successors anances, rents, royalties, mances, rents, royalties, mances, rents, royalties, mances, rents and a gether with said property (of the property of demands, subject to any obsered except for the balary	and assigns, together with ineral, oil and gas rights and ditions thereto, shall be don the leasehold estate if this and has the right to Morte declarations, easements, the presently due on that cold with the Recorder of Deed	all the improvemand profits and wait seemed to be and reis Mortgage is on a gage the Property estrictions, conditionally entain mortgage he	1 TRAN 3753 6 + RV ** OK COUNTY RECURS on the result of the recursion of the recursion one and covernation of the record by ANUARY 8, 1993	09/14/94 1014 - 94 - 900 ORDER rerected on the real res now or hereafter pal property covered pin referred to as the lill defend generally of record, and zoning
Common Address: Property Tax No.: TO HAVE AND TO His property, and all eases attached to the real proby this Mortgage; and "Property". Mortgager covenants the title to the Property restrictions and that the VALLEY NATION CountyCOCK	14-30-110-028 OLD the same unto Ments, rights, appurte operty, all of which, incall of the foregoing, to that Mortgagor is law y against all claims are Property is unencur IAL BANK OF ARIZO	ortgagee, its successors and ances, rents, royalties, multiding replacements and a gether with said property (clully seized of the Property demands, subject to any obered except for the balances.	and assigns, together with ineral, oil and gas rights and ditions thereto, shall be don the leasehold estate if this and has the right to Morte declarations, easements, the presently due on that cold with the Recorder of Deed	all the improvemand profits and wait seemed to be and reis Mortgage is on a gage the Property estrictions, conditionally entain mortgage he	1 TRAN 3753 6 + RV **~ OK COUNTY REC Its now or hereafted in the received in a part of the received in the r	09/14/94 1014 - 94 - 900 ORDER rerected on the real res now or hereafter pal property covered pin referred to as the lill defend generally of record, and zoning
Common Address:	14-30-110-028 OLD the same unto Noments, rights, appurted operty, all of which, including the foregoing, to that Mortgagor is law against all claims are e Property is unencur. IAL BANK OF ARIZO as Documents: Proceedings on the pair Mortgagee heroin mail and the it for the Mortgagee heroin mail and the it for the Mortgagee.	iortgagee, its successors anances, rents, royalties, maluding replacements and a gether with said property (didemands, subject to any obsered except for the balar NA recorderent No. 93017163 tof Mortgagor to be perform y, at its option, do so. Mortgagor (and Mortgagor's bring) take such curative accordingly take such curative according take such curative according to the curativ	and assigns, together with ineral, oil and gas rights and ditions thereto, shall be don the leasehold estate if this and has the right to Morte declarations, easements, the presently due on that cold with the Recorder of Deed	all the improvement of profits and water semed to be and reis Mortgage is on a gage the Property estrictions, conditional mortgage here.	1 TRAN 3753 6 + RV *- OK COUNTY REC Its now or hereafter rights and all lixtue among a part of the received and and coverants of the record by ANUARY 8, 1993 948006 and upon failure of hereafter provided:	09/14/94 1014 - 94 - 900 ORDER rerected on the real res now or hereafter oal property covered ein referred to as the lill defend generally placeord, and zoning E-9 Acrtgagor to perform ficiary, if applicable) tooing specifically
Common Address:	14-30-110-028 OLO the same unto Ments, rights, appurie operty, all of which, incall of the foregoing, to that Mortgagor is law against all claims are Property is unencur IAL BANK OF ARIZO as Documenants: Decoverants on the pair Mortgagee heroin mandid by it for the Mortgagee a breach of a condition intain all buildings no	iortgagee, its successors anances, rents, royalties, mances, rents, royalties, mances, rents, royalties, mances, rents, royalties, mances, rents and a gether with said property (of the property of demands, subject to any observed except for the balances, recorded except for the balances, rents, recorded except for the balances, recorded except for t	and assigns, together with ineral, oil and gas rights and ditions thereto, shall be don't the leasehold estate if this and has the right to Morty declarations, easements, there presently due on that conditions are the provisions of the conditions of the declarations of the conditions of the conditions of the provisions of the conditions of the provisions of the provisions of the provisions of the conditions of the conditio	all the improvemand profits and was eemed to be and reis Mortgage is on a gage the Property estrictions, conditional mortgage he any prior mortgage hanst Mortgagor (arus interest as hen comply with any of	TRAN 3753 LENCY ** OK COUNTY RECURS	09/14/94 1014 - 94 - 900 ORDER rerected on the real res now or hereafter pal property covered pin referred to as the lill defend generally placeted, and zoning Acrtgagor to perform ficiary, if applicable) tooing specifically such prior mortgago

UNOFFICIAL COPY

- 3 To keep the Property insured against loss or damage by fire and windstorm and such other bazards as Mortgagee requires for the or netit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering said Property with ensurance 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, 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 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-twellth (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 curless 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 Morigagee 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 Mortgager 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 Mortorgor'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 recrited by this Mortgage or as set forth 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 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 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 forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law. Until not be a waiver of or preclude the exercise of any such right or remedy by Mortgages.

This Mortgage shall be governed by the law of the State C. in nois, including without limitation the provisions of lilinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that arry 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 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 our not limited to reasonable attorney tees 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 all right of homestead exemption in the Property.

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 Mortgagore.

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgag + 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 rontal hed 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 figreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such fiating, 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 Mortgaget's personally concerned. Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security. The payment thereof.

LAND TRUST:	INDIVIDUALS
as Trustee under Trust Agreement dated	X Januar (). SANDRA L. SHERMAN
BY:its:	
State of Illinois OFFICIAL REAL CARX A ALLEYNE NOTARY PURELC STATE OF IL MY COMMISSION RID. APR. 17	
CAROL A. ALLEYNE a Notary Published SHERMAN, SINGLE NEVER MARRIED	ic in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
to me to be the same person whose name me this day in person and acknowledged that SHE	subscribed to the foregoing instrument, appeared before
Given under my hand and notarial seal this 2ND day of	SEPTEMBER 19 94 Notary Public Commission Expires: 4/17/95