## "UNOFFICIAL COPY



Form No. 21002/10-90

94215257

## Revolving Credit Mortgage

(Stree) (Stree	This Mortgage is made this 28	8th	day	d <u>ebruary</u>	, 19	94 between	nthe Mortgagor	<del> </del>
E.O. BUX 7070 (Street) (City)	TERRY	y Kathalyn	AS AND AMY	E KATHALYNA	S. HIS WIFE			
E.O. BUX 7070 (Street) (City)	48 - A. C. A		CHITCAGO	**************************************	1 ,			
(Street) (Street) (Street) (Street) (Street) (Street) (Street) (Zip Code) (Zi	and the second second	ONE,	CHICAGO,	i i	<u> </u>		("Mortgagee") whose	address is
longagor or Montgagor's beneficiary (if applicable) has ontered into a Home Equity Line of Crucin Agreement with the Montgagor of Montgagor or Montgagor or Montgagor or Montgagor or Montgagor's beneficiary policable) until the last havings of the 120th bill calendar month following the date of the Agreement in the Montgagor or Montgagor's beneficiary policable) until the last havings of the 120th bill calendar month following the date of the Agreement in the Agreement in the Montgagor or Montgagor's beneficiary policable or the Montgagor or Montgagor's beneficiary or Montgagor or Montgagor's beneficiary or Montgagor or Montgagor's beneficiary beneficiary or Montgagor's beneficiary beneficiary or Montgagor's beneficiary beneficiary, Handward or Montgago	P.O. BOX 7070			ROSEMON		IL		
February 28, 1994  — se the same may be modified or extended ancidor represent them since to time (Aptrement) white conduction among other things that Motigages under certain conditions will make loan advances from time to Motigager or Motigager's beneficiary is pleasibly until the least 1-semant day of the 120th full calendar manth following be date of the Agreement. But Motigage is glaven to seen, is the outstanding and unpaid obligatory loan advances made or to be made pursuant to the Agreement from time for time, made the third Motigage is recorded, with the Recorder of Deeds of the County in which the resp lipoperty described below is focusied or advanced in accordance man by protect the security or the Nettograp or permitted to be advanced in conditions and the protect the security or the Nettograp or permitted to be advanced in conditions and the protect the security or the Nettograp or permitted to the protect the security or the Nettograp or permitted to the protect the security or the Nettograp or permitted to the protect of the protect the nettograp or permitted to the protect of the prot		•						•
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corder to secure the repayment of the outstanding and unpaid indobledness advanced from time to time under the Agreement and any and all extension riddor 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 the preferred for the performance of the coverants and agreements or Mortgagor contains in the property and to ensistenation of the advances made either containers, insurance premises or consideration of the advances made either containerpremieusly benefit to the board in the future.  CODK grant and convey to Mortgagor the following described real property located in the County of CODK.  Statu of ILLEGIS and described as follows:  LOT 25 IN BLOCK 5 IN OAKMOOD PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 18, TOWNSHIP 41 NORTH, RANSE 9 EAST OF THE THIRD PRINCIPPL PERIDIAN, IN COOK COUNTY, ILLINOIS.  DEPT-01 RECORDING 1940-11 TRAN 0507 03709/P4 1110 1940-11 TRAN 0507 03709/P4 1	after this Mortgage is recorded necowith to protect the security	d with the Re	corder of Deed page or permit	is of the County ted to be advance	in which the real sed in conformity v	property descril vith the Illinois N	bed below is located or advanced in fortgage Forecktsure Agreement, Ti	accordance he maximum
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county	property, and all easements, r uttached to the real property, a by this Mortgage; and all of the Property*. Mortgagor covenants that Mo he title to the Property agains	rights, appurted in of which, income to the original to the or	enances, rents cluding replace agether with sa viully seized of nd demands, s	, royalties, mine ements and addi id property (or the the Property and abbiect to any de-	ral, oil and gas rig itions thereto, sha he leasehold esta id has the right to clarations, easem	thts and profits and profits and profits to the first this Mortgage.  Mortgage the feats, restrictions	and water rights and all fixtures now to and rome in a pirt of the roal prop to be on a loazehold' are heroin rolet Property; that Martya yor will dele s, conditions and coven an' of record	or hereafter erty covered red to as the and generally. I, and zoning
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1. To performall 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 herein may, 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 mortgag 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 committee waste upon said Property.  This instrument prepared by and to be returned to Blank Che.  CHICAGO, NA  P.O. BOX 7070	,		· · · · · · · · · · · · · · · · · · ·			•		
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 committee waste upon said Property.  This instrument prepared by and to be returned to Blank Crie.  CHICAGO, NA  Schess:  P.O. BOX 7070	=	ants on the oa	irt of Mortgagoi	. do so. Mortaga	ge shall have a cla	im against Mort	nortgage and upon failure of Mortgag pagor (and Mortgagor's beneficiary.	or to perform
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- 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 thereform 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 deficiency.

If off 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 ancumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thereby secured) without Mortgagoe's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgagoe may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagor's (or Morto-gor'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 recured 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 this 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, 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 minois, 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.

Mortgagor shall be liable to Mortgagee for all legal costs, including or 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 a stion 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.

My Commission Expires June 28, 1994

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 Truster, 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 contained 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 time time, 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 personally concerned, Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security riven at any time to secure the payment thereof.

LAND TRUST:	INDIVIDUALS:
not personally but	Tem Kotobynas
as Truslee under Trust Agreement dated	1 ( My h & a a ayras
and known as Trust Number	TERRY BATHALYNAS "C"
<b>B</b> Y:	AMY F KATHAI YNAS
JIS:	AMY E. KATHALYNAS
	<i>y</i>
county of Kane	
State of Illinois	
TERRY KATHALINAS AND AMY E KATHALINAS, HIS WIFE	ic in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  personally known
to me to be the same person S whose name S	subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that	
IFEIR free and voluntary act, for the uses and purpose	es therein set forth, including the release and waiver of the right of homestead.
Given under my hand and notarial seal this 28th day of F	ebruary 7 , 19 94
OFFICIAL SEAL	Martha & Bibles
MARTHA K. BIBLER	Notary Public
NOTARY PUBLIC, STATE OF ILLINOIS	Commission Expires: 6-38-94