

BANK ONE

94254470

Revolving Credit Mortgage

This Mortgage is made this 28th day of February, 1994, between the Mortgagor THE WILMETTE BANK, A CORPORATION NKA BANK ONE, CHICAGO AS TRUSTEE UNDER THE PROVISION OF A TRUST AGREEMENT DATED SEPTEMBER 2, 1980 AND KNOWN AS TRUST NUMBER TWB-CX015

and the Mortgagee BANK ONE, CHICAGO, ILL. ("Mortgagee") whose address is P.O. BOX 7070, ROSEMONT, ILL. 60018-7070

Mortgagor or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated February 28, 1994 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 Mortgagee'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 \$79,000.00

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 hereafter defined) for the payment of prior liens, 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 Mortgagee (if applicable) in the Agreement and in consideration of the advances made either 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:

SEE EXHIBIT A ATTACHED

DEPT-11 \$25.50
T43353 7541 5494 03/21/94 10:00:00
59840 J.E.B. *-94-254470
COOK COUNTY RECORDER

Common Address: 13 N ELMHURST RD., PROSPECT HEIGHTS, IL 60070

Property Tax No.: 03-22-408-002

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) are herein referred to as the "Property".

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

recorded with the Recorder of Deeds.

County as Document No. ("prior mortgage").

Mortgagor further covenants:

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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 herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagor (and Mortgagee'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, ILL. Address: P.O. BOX 7070, ROSEMONT, IL 60018-7070

Handwritten signature/initials

LOAN OPERATIONS

AC058306

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1 To keep the Property insured against loss of damage by fire and windstorm, and with the benefit of Mortgagee's title insurance, the Mortgagee and the beneficiary of the Mortgage and the holder of any prior mortgage in the aggregate, shall be entitled to the total mortgage indebtedness secured by this mortgage and the property with a mortgage company acceptable to Mortgagee, and to keep it the policy of insurance with Mortgagee's Mortgagee's company authorized to adjust and compromise any loss covered by such insurance, to effect the proceeds thereof, enclose a check and draft issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured here by whether then due or thereafter becoming due, 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 at the same shall be due and payable, 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 full period for which taxes and assessments are not due and payable, as extended by Mortgagee. Said deposits shall be withheld from payments by the Mortgagee, as then required by law, and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that if a company is not sufficient for the Mortgagee assumes no responsibility for the validity of any tax or assessments.

In the event an bid deposits exceed the amount required for the payment of taxes and assessments, the Mortgagee's deposits apply to and are to be used at such time as it may elect to the principal indebtedness secured hereby. If an bid deposits are in excess of the amount required for the payment of taxes and assessments, Mortgagee shall, on demand, pay such deficiency.

If all or any part of the Property or an interest therein including beneficial interest in the land hereon, shall be subject to a lien or other claim or claim or claim numbered by Mortgagee as beneficiary, including mortgage, or any other claim or claim of the prior mortgage, or to a lien or other claim or claim, with or without Mortgagee's prior written consent to the Property, or otherwise the proceeds of a sale of the Property or of a beneficiary of Mortgagee may, at its option, declare all the same as due by this Mortgagee to be immediately due and payable.

Upon Mortgagee's or Mortgagee's beneficiary's application based on any covenant or agreement of the Agreement, the Mortgagee, or based on the covenant to pay when due any tax or assessment by the Mortgagee or as set forth in the Agreement, Mortgagee proceeds to acceleration of the indebtedness of the Mortgagee and Mortgagee's beneficiary, if applicable, specifying (a) the breach, (b) the action required to cure such breach, (c) the date of the notice, (d) the date of the notice, (e) the date the notice is mailed, by which such breach must be cured, and (f) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by the Mortgage, and foreclosure by judicial proceeding against the Property. The breach is deemed to occur on or before the date specified in the notice. Mortgagee, at 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 on the Mortgage by judicial proceeding.

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 Illinois, including without limitation the provisions of Illinois Revised Statutes Chapter 12, Sections 6405, 6406 and 6407, and 6502. In the event that any provision or clause of this Mortgage or Agreement conflicts with the applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflict hereof, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgagee shall be liable to Mortgagee for all legal costs, including but not limited to reasonable attorney fees and costs and charges of any nature in any action to enforce any of Mortgagee's rights hereunder whether or not such action proceeds to judgment. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

Mortgagee (and the beneficiary of Mortgagee, 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 Mortgagee, Mortgagee's beneficiary (if applicable), and Mortgagee.

In the event the Mortgagee executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagee 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 Mortgagee 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 Mortgagee 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 liability being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagee is personally concerned, Mortgagee, its successors or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other person or entity, at any time to secure the payment thereof.

LAND TRUST ~~XXXXXX XXXX SA XXXXXXXXXXXXXXX~~ CHICAGO, ILL. not personally but

as trustee under Trust Agreement dated SEPTEMBER 2, 1980

and known as Trust Number TMS-0015

BY *Olga L. Stokes* OLGA L. STOKES VICE PRESIDENT & TRUST OFFICER

County of Cook State of Illinois

attest: *Edna W. Ross* EDNA W. ROSS LAND TRUST ADMINISTRATOR

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I, JENNIFER L. BEPES, a Notary Public in and for said County, on the State aforesaid, DO HEREBY CERTIFY THAT OLGA L. STOKES, Vice President & Trust Officer and EDNA W. ROSS, Land Trust Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 3rd day of MARCH 1997

Jennifer L. Bepes
Notary Public
Commission Expires 6/29/97

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EXHIBIT A

PROPERTY ADDRESS: 13 N. ELMHURST RD
PROSPECT HEIGHTS, IL 60070

P.I.N.: 03-22-408-002

LEGAL DESCRIPTION:

LOT 56 IN SMITH AND DAWSON SECOND ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILLINOIS, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE WEST 10 ACRES OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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