011-03-040NOFFICIAL COPY Service* 94294999 Revolving Credit Mortgage

BANK FONE.

P.O. BOX 7070 ROSEMONT (City) (City) (State) (Zip Code) Mortgagor or Mortgagor's boneliciary (il applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagoe dated		and the Mortgagee BANK ONE,	CHICAGO, NA		("Mortgrague"	') whose address is
(Sirou) (City) (Chita) (Zip Code) Mortgager or Mortgager's bonoficiary (ill applicable) has enterrud into a five metal Equity Line of Credit Agreement with the Mortgager of Mortgager or						
Mongager or Mongager's bonaliciary (il applicable) has entered into a Home Equity Line of Credit Agreement with the Mongageve detect provides among after thins, that Mongageve under certain conditions will make large Advances from time to their provides among after thins, and Mongager's bonoticary of the control of the Agreement of the Agreement of the Control of the Agreement of the Agreement of the Control of the Agreement of						(Zip Code)
provides among atter three, that Morigagoe under certain conditions will make lean advances from time to time to Morigagor or Morigagor behaviolearly of applicably unit to least sub-tends day of the 120th uclandorum combination histowing the date of the Agreement from the time to time, make a provided that this Morigago is recorded with the Recorder of Devela of the County in which the one property described below is located or individual and about this Morigago is recorded with the Recorder of Devela of the County in which the veriable below is located or individual and about the County in which the veriable below is located or individual and the County in which the veriable below is located or individual and the County in which the veriable below is located or individual and the County in which the veriable below is located or individual and the County in which the veriable below the County of the Individual and the County in which the veriable below is located or individual and the County in which the veriable below is located or individual and the County of the Individual and the County of County of the Individual and the County of County of County in the Individual and the County of County in the Individual and the Mortgagor of the Individual and the Mortgagor of behavior and and and and the Mortgagor or behavior in the Individual and the County of County in the Individual and the Mortgagor or behavior or Individual and the Mortgagor or behavior or Individual and Individual an		Mortgagor or Mortgagor's boneliciary (if a	pplicable) has entered into a Hor	no Equity Line of Crodit Agreeme	nt with the Mortg <mark>ageo</mark> de	ntedbetr
after this Mortgage is recorded with the According of Davids of the Country in which the treat preparty exactined below is located or According to According the Security of this Mortgage or permitted to be advanced in controlling with the littinos Mortgage for records are Agreement. The maximum is a sum and accorded to Country with the littinos Mortgage for records are Agreement. The maximum is a sum of the Agreement of the Agreement of the Country of the Country of the Agreement of the Country of the Agreement of the A		provides among other thing shat Mortgag applicable) until the last Susinuse day of t	ou under certain conditions will n	nako lonn advancos from timo to t	ima ta Mortangar or Mar	("Agroomunt") which tgagor's beneficiary (if
to order to secure the repryoment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all estendion and/or ranewals of same, with interest thereon as a ray dood in the Agreement and I all other actuals, with interest thereon as a ray dood in the Agreement and I all other acts incurred by protection of the Property and the performance of the developing in the performance of the developing in the performance of the covenants and agreements of Margagor contained hereon and all the Mortagor or beneficiary of Mortagor (in applicable) in the Agreement and in consideration of the edvances made all nor calmemprenances by horizon or beneficiary of Mortagor or beneficiary of the Institute of COCK. State of ILLINDIS and described real property located in the County of COCK. State of ILLINDIS and described real property located in the County of COCK. State of ILLINDIS and Control of the Institute of Instit	!	after this Mortgage is recorded with the Richard this block because of this block	ocorder of Dueds of the County is taged or committed to be advanced	n which the real properly describe and a conformity with the illinois Ma	ed bolow is located of ad standu Foroclosuro Agre	vanced in accordance
and/or renewals of same, with Introval thereon as provided in the Agreement, the payment of all other sums, with interest interior deviced of the property (as hereint related) experiences of the Property (as hereint related) experiences of the Property (as the patromance of the covenants and agreements of Margagor contained burely and of the Mortagor of burulcline) of Mortagor (if applicable) in the Agreement and in consideration of the Advances anded all the Contemporance business have a contained to the under the burely of COCK. State of ILL(19/15) and described as follows. The NORTH 25 FEET LOT 2 AND THE SOUTH 40 FEET OF LOT 3 https://doi.org/10/15/15/15/15/15/15/15/15/15/15/15/15/15/						
COOK Statio of ILL (M) Statio of IL		and/or rangwals of same, with interest the to the Property (as hereafter defined) for the and the performance of the covenants and	organ us provided in the Agreeme ne payment of prior liens, taxes, a d agreements of Mortandor conta	ent, the payment of all other sums reseasments, insurance premiums shoud herein and of the Mortagor o	s, with interest thurson, r or costs incurred for pro or beneficiary of Mortgag	idvanced with mapect
THE NORTH 25 FEET LOT 2 AND THE SOTUH 40 FEET OF LOT 3 IN THE RESURDIVISION OF LOTS 10 TO 17 INCLUSIVE (EXCEPT THE SOUTH 23.70 FEET OF LOT 10 AND EXCEPT THE NORTH 50 FEET OF LOT 17) OF THE RESURDIVISION OF LOTS 21, 22, 23 AND 24 OF PETER BLANCISERS SURDIVISION OF SOUTH 105 ACRES OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. DEPT-01 RECORDINGS T39999 TRAN 73297 04/04/94 10:37 Common Address: 8109 LARAMIE, SKOKIE, IL 6/0077 Property Tax No.: 10-21-408-034 TO HAVE AND TO HOLD the same unto Merigagee, its successors and assigns, together with all the improvements new or hereafter vertical and additivations and water richia and all statutes new or hereafter by this Merigage; and all of the foregating, cogether with said property corrected the time of the foregating, cogether with said property corrected the time of the foregating, cogether with said property corrected the time of the foregating, cogether with said property corrected the time of the foregating, cogether with said property corrected the time of the foregating, cogether with said property corrected the time of the foregating, cogether with said property corrected the time the foregating of the herein referred to as the Property. Mortgager covenants that Mortgager is lawfully selected the Property and has the right to Mortgager on a leasthered in the time foregations and downtoned to be undertaked as a continuous conditions and downtoned to be undertaked to any declarations, assembled to the foregating to the herein referred to as the Property. Mortgager further covenants that Mortgager is be performed under the Recorder of Doods COUNT ON AS Decumbert No. 93719724 (prior mortgage). Mortgager further covenants to any hortgage to be performed under the provisions clary prior mortgage and understood that although Mortgager is the performed under the provisions of any prior mortgage on the foregating the performed under the order of the Mortgager to be performed un						
Common Address: 8109 LARAMIE, SKOKIE, IL 6/077 90256 6 474 29499 Property Tax No.: 10-21-408-034 TO HAVE AND TO HOLD the same unto Merigagee, its successors and assigns, together with all the improvements now or herealthe property, and all easements, rights, appurtenances, ronts, reyalties, minoral, oil and gas rights and profits and water rights and ull lixtures now or herealthe attached techer coal property, all of which, including replacements and additions thereto, shall be deemed to be and remain an entit the real property and all of the foregoing, together with said property (or this leasewhold estate if this Mortgage is on a leasehold), in herein related to as the "Property." Mortgager covenants that Mortgager is lawfully solzed of the Property and has the right to Mortgage the Property; that Mortgager will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, institctions, conditions and covenant is a freedom, and commined, subject to any declarations, easements, institctions, conditions and covenant is a freedom, and commined accept for the balance presently due on that certain mortgage hold of record by LASALLE NATIONAL TRIST, NA recorded with the Recorder of Doeds SEPTEMBER 9, 1993. County COCK is Decembert No. 93719724 ("prior mortgage"). Mortgager further covenants: 1. To perform all the covenants on the part of Mortgager to be performed under the previsions of any prior mortgage and upon failure of Mortgager's beneficiary, if applicable for all sums so paid by it for the Mortgager (and Mortgager's beneficiary, if applicable for all sums so paid by it for the Mortgager (and Mortgager's beneficiary) if applicable for all sums so paid by it for the Mortgager (and Mortgager's beneficary) if applicable constitutes a herolantic provided; it being specifically understood that although Mortgage may take such currative action, Mortgager's fallure to comply with any of the covenants of such prior mortgage shall constitute a broand to be ret	(PRFSS	(EXCEPT. THE SOUTH 23.70 FEET LOTS 21, 22, 23 AND 24 OF PET 21, TOWNSHIP 41 NORTH, RANGE	OF LOT-10-AND-EXCEPT: THE ER BLAMEUSERS SUBDIVISIO	E NORTH 50 FEET OF LOT 17 ON O. SOUTH 105 ACRES OF T RINCIPAL PERIDIAN, IN COO) of the resubbly The Southeast 1/4 K County, Ill.Inois	SION OF OF SECTION
Common Address: 8109 LARAMIE, SKOKIE, IL 6/0077 Property Tax No.: 10-21-408-034 TO HAVE AND TO HOLD the same unto Mertgagee, its successors and assigns, together with all the improvements now or hereafter property, and all easements, rights, appurtenances, ronts, reyalties, minoral, oil and gas rights and profits and water rights and all lixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a control the real property by this Mertgage; and all of the foregoing, together with said property (or the leaseword of state if this Mertgage is on a leaseword; in the real property with a Mertgager covenants that Mertgager is lawfully seized of the Property and has the right to Mertgage the Property; that Mertgager will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, natrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balanced presently due on that certain mertgage hold of record by LASALLE NATIONAL TRIST, NA recorded with the Recorder of Doods SEPTEMER 9, 1993 County COOK is Decumbert No. 93719724 ("prior mertgage"). Mortgager further covenants on the part of Mertgager to be performed under the previsions of any prior mertgage and upon failure of Mertgager to perform such covenants Mertgage herein may, at its option, do so. Mertgage a hall have a claim against Mertgager (and Mertgager's beneficially understood that although Mertgager may take such currative action, Mertgager's baneliciary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mertgager may take such currative action, Mertgager's failure to comply with any of the covenants of such prior mertgage shall constitute a bid balance of the mertgage of the mertage and mental in all buildings now or thereafter situated upon the Property at all times in good repair and not to commi	×. 7.					
Property Tax No.: 10-21-408-034 TO HAVE AND TO HOLD the same unto Mortgageo, its successors and assigns, together with all the improvements now or herosition erected on the reapproperty, and all easements, rights, appurtenances, roats, royalties, minoral, oil and gas rights and profits and water rights and still lixtures now or herosition attached tephe real property, all of which, including replacements and additions thereto, shall be deemed to be and romain an area of the real property coverse by this Mortgage; and all of the foreigney, together with said property (or the leasehold estate if this Mortgage is on a leasehold), recheroin returned to as the "Property". Mortgager covenants that Mortgager is lawfully selected of the Property and has the right to Mortgage the Property, that Mortgager will defend generally the title to the Property against all claims and demands, subject to any declarations, assembles, restrictions, conditions and covenant is a record, and zoning estimated and the Property is unencumbered except for the balanced presently due on that certain mortgage hold of record by LASALE NATIONAL TRIST, NA recorded with the Recorder of Doeds SEPTEMBER 9, 1993. County COOK as Decumbert Mortgager to be performed under the provisions of any prior mortgage and upon failure of Mortgager to perform such covenants. 1. To perform all the covenants on the part of Mortgager to be performed under the provisions of any prior mortgage and upon failure of Mortgager's beneficiary, if applicable for all sums so paid by it for the Mortgager (and Mortgager's beneficiary, if applicable) plus interest as heroinalter provided; it being specifically understood that although Mortgager may take such curative action, Mortgager's failure to comply with any of the covenants of such prior mortgage shall constitute a brooken by a addictional this Mortgager. 2. To keep and maintain all buildings now or herositier situated upon the Property at all times in good repair and not to cummit or suffer to be committed waste upo	ᆜ					
Property Tax No.: 10-21-408-034 TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or herosition property, and all easements, rights, appurtenances, reals, revalities, minoral, oil and gas rights and profits and water rights and all fixtures now or herosition attached teather real property, and all of the foreign property covered by this Mortgage; and all of the foreigning, ogether with said property (or the leasehold estate if this Mortgage is on a leasehold. The heroin relative to as the "Property". Mortgager covenants that Mortgager is lawfully selected of the Property and has the right to Mortgage the Property; that Mortgager will defend generally the little to the Property against all claims and deminds, subject to any declarations, easements, restrictions, conditions and covening factorized accept for the balance presently due on that contain mortgage hold of record by LASALE NATIONAL TRIST. NA recorded with the Recorder of Doods. SEPTEMBER 9, 1993. COUNTY COOK as December to parter Mortgager to be performed under the provisions of any prior mortgage and upon failure of Mortgager to perform all the covenants on the parter Mortgager to be performed under the provisions of any prior mortgage and upon failure of Mortgager to perform a such covenants Mortgage heroin may, at its option, do so. Mortgages shall have a claim against Mortgager (and Mortgager's bondiciary, if applicable for all sums so paid by it for the Mortgager factority and the covenants of such prior mortgager's bandiciary in applicable for all sums so paid by it for the Mortgager factority action, Mortgager's bandiciary, if applicable for all sums so paid by it for the Mortgager factority action, Mortgager's bandiciary, if applicable in the provided it being specifically understood that although Mortgager may take such currentive action, Mortgager's interest as hurolantitor provided; it being specifically understood that although Mortgager may take such currentive action, Mortgag		Common Address: 8109 LA	RAMIE, SKOKIE, IL 60077			
property, and all easements, rights, appurtanances, roats, reyalties, minoral, oil and gas rights and profits and water rights and the instruction to the foreign replacements and additions thereto, shall be deemed to be and remain a seriest of the real property covered by this Mortgage; and all of the foreigning, together with said property (or the leasehold estate if this Mortgage is on a leasehold), re-herein returned to as the "Property". Mortgager covenants that Mortgager is lawfully selected the Property and has the right to Mortgage the Property; that Mortgager will defend generally the little to the Property against all claims and demands, subject to any declarations, casements, restrictions, conditions and covering is unencumbered except for the balance presently due on that certain mortgage hold of record by LASALLE NATIONAL TRIST, NA COUNTY COOK is Decument No. 93719724 ("prior mortgage"). Mortgager further covenants: 1. To perform all the covenants on the part of Mortgager to be performed under the provisions of any prior mortgage and upon failure of Mortgager to perform such covenants Mortgager and mortgager (and Mortgager's beneficiary, it applicable) for all sums so paid by it for the Mortgager (and Mortgager's beneficiary, it applicable) plus interest as herolanditor provided; it being specifically understood that although Mortgager and what such covenants of such prior mortgager shall constitute a bit on the part of the covenants of such prior mortgager shall constitute a bit on the part of the covenants of such prior mortgager shall constitute a bit of the Mortgager and the part of the prior mortgager shall constitute a bit on the part of the covenants of such prior mortgager shall constitute 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.		40.04.4			THUR HUMANT I NEW	JOHN LIN
the title to the Property against all claims and deminds, subject to any declarations, assembnits, restrictions, conditions and covering record, and zoning restrictions and that the Property is unencumbered except for the balanced presently due on that certain mortgage hold of record by		property, and all easements, rights, appur	tenances, rents, reyalties, minera noluding replacements and additi together with said property (or the	ai, oil and gas rights and profits an ions thureto, shall be deemed to be o leasehold estate if this Mortgage	xii iiu bra ein rir 1016w br odt te tron einmor brus od on, (bindoenol a no el	turos now or newatter oral property covered erain relurred to as the
County COCK — its Decument No. 93719724 ("prior mortgage"). Mortgagor further covenants: 1. To perform all the covenants on the part of Mortgagor to be performed under the previsions of any prior mortgage and upon failure of Mortgagor to perform such covenants Mortgage herein may, at its option, do so. Mortgage shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgages may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a high point of prior 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. Queent prepared by and to be returned to Bank One, CHICAGO NA	7	*Property".			annity that Marianaar	will doland generally
Mortgagor further covenants: 1. To perform all the covenants on the part of Mortgagor to be performed under the previsions of any prior mortgage and upon failure of Mortgagor to perform such covenants. Mortgagor herein may, at its option, do so. Mortgagoe shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgagoe may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute the provided by and didloned this Mortgago. 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. CHICAGO NA	7	"Property". Mortgager covenants that Mortgager is la the title to the Property against all claims restrictions and that the Property is unenc	and damiinds, subject to any decl umbered except for the balance'r	larations, aasomunts, restrictions, presently due on that cortain morts	conditions and coverient jugo held of record by	serracora, and zoning
1. To perform all the covenants on the part of Mortgager to be performed under the previsions of any prior nertgage and upon failure of Mortgager to perform 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 specifically understood that although Mortgagee may take such curative action, Mortgager's failure to comply with any of the covenants of such prior mortgage shall constitute a broad of the additional 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 cumult or suffer to be committed waste upon said Property. CHICAGO NA	. 1.,	"Property". Mortgager covenants that Mortgager is in the title to the Property against all claims a restrictions and that the Property is unence LASALLE NATIONAL TRUST, NA	and demands, subject to any decl umbered except for the balance'r rocordodwit	larations, aasumunts, restrictions, presently due on that certain mortg th the Recorder of Doeds	conditions and coverient jugo held of record by	serracora, and zoning
such covenants Mortgages herein may, at its option, do so. Mortgages shall have a claim against Mortgager (and Mortgager's beneficiary, if applicable) plus interest as hereinater provided; it being specifically understood that although Mortgages may take such curative action, Mortgager's failure to comply with any of the covenants of such prior mortgage shall constitute a bigger of bigger by additional 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. CHICAGO NA		"Property". Mortgager covenants that Mortgager is in the title to the Property against all claims a restrictions and that the Property is unence LASALLE NATIONAL TRUST, NA	and demands, subject to any decl umbered except for the balance'r rocordodwit	larations, aasumunts, restrictions, presently due on that certain mortg th the Recorder of Doeds	conditions and coverient jugo held of record by	serracora, and zoning
waste upon said Property. CHICAGO_NA	Ch.	"Property". Mortgager covenants that Mortgager is la the title to the Property against all claims a restrictions and that the Property is unence LASALLE NATIONAL TRIST. NA County COOK as Decomposition of the Cook Mortgager further covenants:	and deminds, subject to any decl umbered except for the balance p recorded wit inidat No. 93719724	larations, assumunts, restrictions, presently due on that cortain mortg th the Recorder of Deeds	conditions and covining and cov	193
		Mortgager covenants that Mortgager is la the title to the Property against all claims restrictions and that the Property is unence LASALLE NATIONAL TRUST. NA County COOK as DocuMortgager further covenants: 1. To perform all the covenants on the pauch covenants Mortgage herein for all sums so paid by it for the Mounderstood that although Mortgage shall constitute a broach by a pondit	and deminds, subject to any declumbered except for the balance procorded with the subject to any declumbered except for the balance product the subject to be performed to any, at its option, do so. Mortgagor rigagor (and Mortgagor's benefit only take such curative action, allocal this Mortgagor.	iarations, aasumunts, restrictions, presently due on that cortain mortg th the Recorder of Doods	enditions and covining gago held of record by	of Mortgagor to perform noticinry, if applicable) it boing specifically of such prior mortgago
		Mortgager covenants that Mortgager is la the title to the Property against all claims the title to the Property against all claims the title to the Property against all claims the Iterations and that the Property is unenced. LASALLE NATIONAL TRUST, NA. County COOK as Documents: 1. To perform all the covenants on the pauch covenants Mortgage herein made to all sums so paid by it for the Mounderstood that although Mortgage shall constituted branch by a paddiller.	and deminds, subject to any declumbered except for the balance procorded with the subject to any declumbered except for the balance product the subject to be performed to any, at its option, do so. Mortgagor rigagor (and Mortgagor's benefit only take such curative action, allocal this Mortgagor.	iarations, aasumunts, restrictions, presently due on that cortain mortg th the Recorder of Doods	enditions and covining gago held of record by	of Mortgagor to perform noticinry, if applicable) it boing specifically of such prior mortgago
		Mortgager covenants that Mortgager is la the title to the Property against all claims a restrictions and that the Property is unence LASALE NATIONAL TRUST, NA. County COOK as Door Mortgager further covenants: 1. To perform all the covenants on the pauch covenants Mortgages herein for all sums so paid by it for the Mounderstood that although Mortgage shall constitute a bronch by a good. 2. To keep and maintain all buildings maste upon and Property. cument prepared by and to be ret P.O. BOX	and deminds, subject to any declumbered except for the balance procorded with the subject to any declumbered except for the balance procorded with the subject to be performed to may take such curative action, along this Majange. Toward the bank One,	intations, ansumunts, restrictions, presently due on that cortain mortg th the Recorder of Doeds	enditions and covining gago held of record by	of Mortgagor to perform noticinry, it applicable) it being specifically of such prior mortgage

- 3 To keep the Property insured against loss 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 Mortgaged, 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 is seed therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or the reafter 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-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 Mortgague. Said deposits shall be without interest paid by the Mortgague (unless required by law) and the toxos 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 assossments

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 trost, if applicable) is sold, assigned, transferred or further encumb dred by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thereby secured) without Mortgagen's prior written consent, or the Property is no longer the principal residence of Mortgagor or its beneficiary of applicable i Mortgagor may, at its option, declare all the sums secretar by this Mortgage to be immediately due and payable

Upon Mortgagor's for Mortgagos's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Merigage, including the covenants to pay when due any sums serias d by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgager (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 the each 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 come secured by his 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, Mortgage at Mortgage is 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 forboarance 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 oght or remedy by Mortgage of

This Mortgage shall be governed by the law of the State of almost, including without limitation the provesions of filmost Revised Statete 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 Agree next 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 but, unlimited to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgrigger's rights horeunder whether or not such action proceeds to judgement. Said costs shall be included in the indeptedness secured. hereby and become a lien on the Property. BUR RIDER ATTACHED HERETO AND MADE A PART HERBOR

Mortgagor (and the boneticiary of Mortgagor, if applicable) hereby waives all (ight of homestead exemption in the Property

Each of the covenants and agreements herein shall be binding upon and shall mure (a the benefit of the respective bers, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagec.

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagor, not personally, but as Trustee atcressed In the exercise of the power and authority conferred upon and vested in it as such Trustice 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 oc itam id 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 him Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability. Lany, being expressly waived by Mortgages and by every person new or hereafter claiming any right or security hereunder, and that so far as Mortgages are smally concerned. Mortgages, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security of the payment thereof.

OLEZER

٠

LAND TRUST LA SALLE NATIONAL T AGREEMENT	RUST, NA AS TRUSTEE UNDER not personally but		
as Trustoo under Trust Agreement dated	SEPTEMBER 16. 1992	. LA BALLE NATIONAL	TRUST. d.A. as Trustee under
and known as Trust Number	117167	Trust No-1/7/67	2 int personally
BY:	en en la companya de	Av. Colem	
its:			
County of Carty State of Illinois		Attest/Sallo	William Assistant Secrets
State of Illinois			
i Se			
			State atoresaid, DO HEREBY CERTIFY THAT
Carinno Bek Mce. Pressent A	William H. Dillon	AC C Subscribe	E. NATIONAL TRUST, McAnally knows of to the foregoing instrument, appeared before
this day in person and acknowled	ged that they	signed, se	alpti and delivered the said instrumen
+11 wire free and	voluntary act, for the uses and purp	oses Hjerein set forth uncluding t	ne telease and waiver of the right of home,
Given upder my hand and notarial sent the	s 14 EM day of	MIAKEH	10 10 19 94
OFFICIAL CO	Manage 1 - 21 .	1. FUNGE	- DXXXXX
		votary Public	
NOTANY OF THE MICORE		Commission Explidis:	
Marchan Colonia Coloni	MOIS \$		
I Se de péros professor	MAGA CANA		

This Mortgage or Tive Deed in the Cacous of a sortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 1/1/6/ in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, W.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or we said LA SALLE NATIONAL TRUST, W.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied. herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Frust Deed, the legal emmers or helders of the note, and by every person now or hereafter claiming any right or security hereum Ir; and that so far as the wortgagor or grantor and said id SaidE NATICALL TRUST, N.A. personally are concerted, the legal holders of the note and the owner or owners of any indebtedrique accruing hereunder shall look solely to the prealses hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the exposer berein and in said note provided or by action to enforce the personal Mability of the guarantor or guillantors, if aur. Trustee does not warrant, indemnify, defend title nor is itiresponsible for any environmental damage.

UNOFFICIAL COPY