

UNOFFICIAL COPY

94303165

MORTGAGE

The MORTGAGORS WALTER C. BURTON and SUZAN A. BURTON, His Wife
of the City Chicago of Cook County of Illinois
and State of Illinois MORTGAGE and GRANT, CONVEY and WARRANT to the Oak Trust and Savings Bank,
an Illinois Banking Corporation with its principal place of business in Chicago, Illinois, the Mortgagee, the following described real estate

9405840

UNIT 3-A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN
MCCONNELL APARTMENTS CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED
AS DOCUMENT NO. 22114175, AS AMENDED, IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94 APR -5 AM 11:40

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This instrument was prepared by:
WALTER C. BURTON, Attorney at Law
1111 N. Dearborn Street
Chicago, Illinois 60611

COOK COUNTY, ILLINOIS
FILED FOR RECORD

which has the address of 1210 N ASTOR UNIT 3A, CHICAGO, ILLINOIS 60610
In the County of COOK State of ILLINOIS
P.I.N. # 17-03-112-032-1003

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TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and
profits, and all right, title, and interest of the Mortgagors in and to said real estate
The Mortgagors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of
ILLINOIS and the United States of America.

This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated 3/28/94
19____, between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures
not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within
twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although
there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance
is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby
shall not exceed \$ SEVENTY FIVE THOUSAND AND NO/100

(\$ 75,000.00) plus interest thereon and any disbursements made for payment of taxes, regular and special assessments or
insurance on real estate described herein plus interest on such disbursements.

MORTGAGORS COVENANT AND WARRANT:

- To pay the indebtedness as hereinbefore provided.
- To maintain the premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.
- To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft vehicles, smoke and other casualties covered by extended fire insurance; all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided shall be in the form and companies approved by the Mortgagee. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Mortgagee power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgagee, be retained and applied by the Mortgagee toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
- To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.

Handwritten signature

OFFICIAL SEAL

COOK COUNTY CLERK

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5. Mortgagors have good title to the premises and have the right to mortgage the same and shall not be required to execute any further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectually carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation demanding any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
6. To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
7. Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgagee.
8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at the rate as provided for in said Home Equity Line of Credit Agreement, shall immediately be due from Mortgagors to Mortgagee and included as part of the indebtedness secured by this mortgage.
9. The whole of the principal sum and interest thereon shall be due at the option of the Mortgagee upon the happening of any one of the following events: (a) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any liens, mechanics or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness, and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
10. Upon or at any time after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises, such appointment may be made either before or after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises during the pendency of such foreclosure suit and in the case of a suit and deficiency, during the full statutory redemption, if any, as well as during any further times, when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period, and the receiver out of such rents, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
11. In any suit to foreclose the lien of this mortgage there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
13. The rights and remedies of the Mortgagee are cumulative; may be exercised as often and whenever the occasion thereof arises, (the failure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof,) and shall inure to the benefit of its successors and assigns.
14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 28TH day of MARCH, 1994.

(SEAL)

WARREN C. BURGESS

(SEAL)

(SEAL)

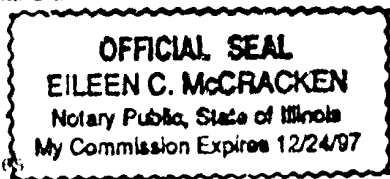
SUSAN A. BURGESS

(SEAL)

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that WARREN C. BURGESS and SUSAN A. BURGESS personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day 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 28TH day of MARCH, 1994.



Warren C. Burgess
 Notary Public

My Commission Expires

Mail this document to:
 Oak Trust and Savings Bank
 1000 N. Rush Street
 Chicago, Illinois 60611