UNOFFICIAL COPY

COLE TAYLOR BANK

### MORTGAGE

The MORTGAGOR(S) EQUIT TROTANT AND	SANDRA M TROLANI AKA S	SANDRA M CAMERON, HIS WIFE, IN JOINT TENANCY
of the City of LINCOLNWOOD	County of COOK	and State of ILLINOIS
MORTGAGE(S) and WARRANT(S) MODULE	DAYLOR BANK	a(n) BANKING CORPORATION with its principal place of
business in CittCAGO	ILLIN019	the Mongages thui lot owing described reat estance 50
SEE SCHEDICE A ATTACHED	•	THE PARTY AND

TK0013 THAN 1814 04/15/94 16:37:00 #6592 W COT \*ーテルー342771 COOK COUNTY RECORDER

PLUTNOIS

BRUMBE IN THE COURTY OF LUNDA	ma a minidia
TOGETHER with an buildings, fixtures and improvements now or hereafter rents, issues, and profits, and all right, title, and interest of the Mortgagors	grected thereon, the appurtenances thereto, the sin and to suid real estate.
The Mortpagors hereby release and waive all rights under and by virtue of	the Homestead Exemption Laws of the State of
and the United States of America.	and the second state of the second

This Mongage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated

shall not exceed \$ \(\text{vrgry THOUSAND AND 00/10}\) plus interest thereon and any disbursements made for per ment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

#### MORTGAGORS COVENANT AND WARRANT:

1625 14

- 1. To pay the indebtedness as hereinbefore provided.
- 2. 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 compiled 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 casually whatsoever; not to remove, demolish, or materially after any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgages.
- 3. 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, hall, explosion, aircraft, vehicles, smoke and other casualties collered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurance value and, to the extent required by Mortgagee, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgagee. Mortgagers shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagers grant Mortgages 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.
- 4. To pay all taxes, assessments, special assessments, water raiss, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
- 5. Mortgagors have good title to the premises and have the right to mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
- 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 carisent of the Mortgages.

94342771

N. H.LIANA FINANCIAL, INC. HICKOY HIR, IL

ILLIMOIS BANKERS ASSOCIATION, Chicago, IL IAS Rights Reserv

## **UNOFFICIAL COPY**

- 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 solid sing 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 price tion, possession, control and operation of the premises during the whole of said period; and the receiver out of such raits, issues and profits, may pay costs incurred in the management and operation of the premises, prior and coordinate livins, if any, taxes, assesments, 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, here 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, apprair and fees, surveys, title searches and similar data.
- 12. To pay all costs incurred, including reasonable attorneys lees, to reflect 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 re-nedies 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 hors personal representatives, successors and assigns are jointly and severally liable to perform the coverants herein, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

parties executing the mongage, then it	popositio tistis, j	
IN WITNESS WHEREOF, Mortgagors have s	et their hands a	nd seals this 7th day of APRIL 19 94
	(SEAL)	X Sett from (SEAL)
	(SEAL)	SCOTT TROIANI X Dandra M. Malan (SEAL)
STATE OF	)	SANDRA M TROTANI AKA SAJURA M CAMERON (Sandra M. (ameron)
COUNTY OF	) SS. )	
, the understream	WCD:A	, a Notary Public in and for the County and do
State aforesaid do hereby certify that JU	H A DILL	and SUNCE A TYLI UN TILE JUNE
personally known to me to be the same person	ns Whose pames	are subscribed to the foregoing instrument, appeared before and delivered the said instrument as their free and voluntial the release and waiter of the right of homesteed.
me mis day in person and acknowledged mater act for the uses and purposes therein so	et forth including	the release and waiver of the right of homestead.
Given under my hand and Notarial seal t	his D	day of
$\Lambda$ , $\mathcal{O}_{F}$ , $^{*}$		1 All loke
Company College	`,	olya chi fa
Company Edward Constitution		Notary Public
My Commission Expires 1775	PREPARED	BY-COLE TAYLOR BANK
1/4/16 (SII)016	MAIL TO-	COLE TAYLOR BANK
Form the IRA HF &		P.O. BOX 909743 Reorder From ILLIANA FINANCIAL, INC., PO 800 1227

CHICAGO IL 60690 9743

# UNOFFICIAL COPY

SCHEDULE A

THE WEST 48 FEET OF THE EAST 267.55 FEET (EXCEPT THE NORTH 76 FEET THEREOF AND EXCEPT THE SOUTH 33 FEET THEREOF RESERVED FOR STREET) OF THAT PART OF THE EAST 1/2 OF THE SOUTH 13.65 CHAINS OF THE EAST 18.35 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE EAST AND WEST CENTER LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28 28 COLNWI.

OF COUNTY CLOTHS OFFICE P17 # 10 28 424 040 TORRENS CERTIFICATE #1479932 AFORESAID. CKA 4824 W CHASE, LINCOLNWOOD, IL 60646

94342771

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office