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Equity Money Service

BANK ONE

170067028

95016687

Revolving Credit Mortgage

This Mortgage made this 23 day of November 19 94 between the Mortgagee AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 28, 1994 AND KNOWN AS TRUST NUMBER 117919-02.

and the Mortgagee BANK ONE, CHICAGO, ILL. ("Mortgagee") whose address is P.O. BOX 806083 CHICAGO IL 60680-6083 (Street) (City) (State) (Zip Code)

Mortgagor or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated November 15, 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 \$ 85,000.00.

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 Mortgagee 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:

LOT 49 AND THE NORTH 1/2 OF LOT 48 IN KOESTER AND ZANDER'S SAUGANASH SUBDIVISION OF PARTS OF LOTS 1 TO 4 INCLUSIVE IN OGDEN AND JONES SUBDIVISION OF BRONSON'S TRACT IN CALDWELL'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$23.50
T#0000 TRAN 0499 01/10/95 11:30:00
4999 + CJ *-95-016687
COOK COUNTY RECORDER

Common Address: 5832 N. KOSTNER, CHICAGO, IL 60646

Property Tax No.: 13-03-315-019

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 CENTRAL FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO recorded with the Recorder of Deeds FEBRUARY 14, 1994

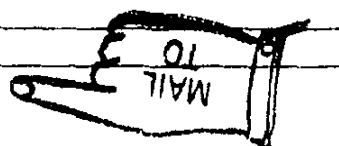
County COOK as Document No. 94140920 ("prior mortgage").

Mortgagor further covenants

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- 1. To perform all the covenants on the part of Mortgagee to be performed under the provisions of any prior mortgage and upon failure of Mortgagee to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagee (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagee (and Mortgagee's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagee'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 806083 CHICAGO, IL 60680-6083 LOAN OPERATIONS



Handwritten initials/signature.

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3. To keep the Property insured against loss or damage by fire and wind storm and actual fire or lightning, Mortgagee to require the benefit of Mortgagee and the holder of any prior mortgage of the aggregate amount of the outstanding mortgage indebtedness to be paid by the Property, a Mortgagee to complete acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee to be kept by Mortgagee, Mortgagee to be authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts as so stated hereon, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby, whether prior to or thereafter becoming due, until the payment in full 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 time, date and payable as 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 year or period for which taxes and assessments are due and payable, as estimated by Mortgagee. Said deposits shall be without interest, and if the Mortgagee is not required by law, and the taxes and assessments shall be paid therefrom as they become due and payable to the extent of the deposits made. The lender for 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, Mortgagee shall on demand pay said deficiency.

If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, conveyed, transferred or further encumbered by Mortgagee or its beneficiary including modification or amendment of the prior mortgage to an owner of the Property, whether or not a prior Mortgagee's prior written consent of the Property, is no longer the principal residence of Mortgagee or its beneficiary, applicable Mortgagee may at its option declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagee's or Mortgagee's beneficiary, if applicable, breach of any covenant or agreement of the Agreement of the Mortgage, including the covenant to pay when due any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall notify in writing to Mortgagee and Mortgagee'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 the Mortgage, and foreclosure by judicial proceeding and sale of the Property. If the notice is not cured on or before the date specified in the notice, Mortgagee or Mortgagee's beneficiary may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand and may foreclose on the Mortgage by judicial proceeding.

Any forbearance by Mortgagee in enforcing any right or remedy hereunder, or otherwise affected 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 Statute Chapter 11, Sections 6405, 6406 and 6407, and 7-10-2. In the event that any provisions of this Mortgage or Agreement conflict with the 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 that 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 surety company 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.

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

In the event the Mortgagor executing this Mortgage is an Illinois resident and trust, this Mortgage is created by Mortgagor, 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 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 of Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, 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, at any time to secure the payment thereof.

LAND TRUST AMERICAN NATIONAL BANK & TRUST
COMPANY OF CHICAGO

XXXXXXXXXX

as Trustee under Trust Agreement dated JANUARY 28, 1984

and known to Trust Number 117919-02

BY *[Signature]*
its

SD016687

County of COOK
State of Illinois }



L. M. SOVIENSKI

I, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY THAT

J. MICHAEL VEDRAN Vice President personally known

to me to be the same person whose name subscribed to the foregoing instrument, appeared before

me this day in person and acknowledged that signed, sealed and delivered the said instrument as

his 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 13th day of JAN 04 1995

[Signature]
Notary Public
Commission Expires