UNOFFICIAL COPY

MORTGAGE

COLE TAYLOR BANK

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COOK COUNTY RECORDER

RETURN TO BOX 43

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The MORTGAGOR(S): / PARKIN Y WAK & TRUST OTHERNY AS TRUSTEE U/T/A DATED JUNE 27, 1989 AND KNOWN AS TRUST NO. 9348
of the City of PARK_RIDGE County of COOK and State of ILLINOIS
MORTGAGE(S) and WARRANT(S) to OXE TAYLOR BANK, a(n) BANKING CORPORATION with its principal place of
business inCHICAGO JLLINOIS, the Mortgages, the following described real estate:
LOT 87 IN MAYFIELD, BEING A SURDIVISION OF THE NORTH 35 ACRES OF THE
WEST 1/2 OF THE NORTHWEST 1/1 OU SECTION 22, TOWNSHIP 41 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PIN# 09 22 119 026 0000 CKA 2800 MAYFIELD, PARK RIDGE, IL. 60068 95130765
95330765
situated in the County of COOK in the State of ILLINOTS
situated in the County of GOUK in the State of 1662 NOTS
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 or and to said real estate.
The Mortgagors hereby release and waive all rights under and by virtua of the Homestead Exemption Laws of the State of
This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated
JANUARY 26, 19 95 between Mortgagor(s) and Mortgagee. A copy of such Agreement may be
inspected at the Mortgagee's office. The Mortgage secures not only indebtedness or istanding 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 execu-
tion 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
\$ONE_ HIINDRED_THOUSAND_AND_00/100 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described
pius interest thereon and any disbursements made for payment of taxes, special assessments or insurance on real estate described
herein plus interest on such disputsements. MORTGAGORS/COVENANT AND WARRANT:
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 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.
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 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 for shall be in the form
and companies approved by the Mortgagee. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mort- gagee 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 mort-
gage 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 rates, 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.

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- 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 aroung 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 Mort gagee's option, may perform the same, and the cost thereof with interest at 18.000 % per annum shall. immediately be due from Mortgagois 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 hercunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any tiens, 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, torcolosure 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 oner 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 marre either before or after the sale, without notice and without requiring a bond inotice and bond being hereby waived). Such receive shall have the power to collect tents, 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 Mortgago's, except for the intervention of such receiver, would be entitled to collect such tents, 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 it as es, assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree
- In any suit to foreclose the lien of this mortgage thate shall be allowed and included as additional indetectedness in the decree for sale all expenditures and expenses which may or paid or incurred on behalf of the mortgagee including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, 1/10 searches and similar data.
- 12. To pay all costs incurred, including reasonable attorness fees, to perfect and maintain the lien on this mortuage
- The rights and remedies of the Mortgagne are cumulative, may be exercised as often and whenever the occasion the figures. the failure of the Mortgagee to exercise such rights or remiddles or any of them howsvever often shall not be a waiver thereof, and shall inure to the benefit of its successors and inserins.
- 14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and also give a successors and their respective heirs. jointly and severally liable to perform the covenants herein, and the form "Mortgagors" shall include all parties effecting this mortgage, their respective heirs, personal representatives, and assigns

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and auditional conferred unonland sested in Tax such Transferrance and PARK AND TREAT COMPANY into personalis but so I to the advance of the exercises of the exercises of the exercise of the ways one Trustic and become person now of hereafter claimers and rectained by reproduct and that so tar as the foreign to and dissuccess to and said that N BANK SD TRUST STORES are concerned the early holder of none and the last of the and the last of the concerned the early holder of none and the last of the holder of the concerned the early holders of the end of the last of none and the last of the holders of the end of the en and in said note now dedict by action to infloted the personal liability of the guaranist. I any

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY not personally but as Trustee as alloresaid has liquico these presents to be anea by its Vice-President-Trust Officer, and its corporate seal to be bereunto affixed and affested by its. Assistant Vice President, the day and year first

NE ACITED DEDECTE AN RANK	AND TRUST COMPANY As Trustee as a foresaid and not personally.
PARKWAI DANK	B. TRAKE of ASST. VICE-PRESIDENT TRUST OFFICER
	The understaned
ATE OF ILLINOIS OUNTY OF COOK	a Notary Public in and for said Courty, it the State aforesaid. Do Hereby Certify, that Diane Y. Peseynski Assi, co-fresident-Trust Officer
	Jo Ann Audinski, Assi, Irust Oidi

concluse of the preferable seas and as such, has the authority on

SPECIFICALLY EXCLUDES OF Parkway Bunk And Trust Compan Assistant Vice President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the lateroine instrument as such a confresepont from Officer, and Assistant Vice President at the Iron as allowed and assistant Vice President, respectively, appeared before the this cay in person and acknowledge. ed that they signed and delivered the foregoing instrument as their own tree and voluntary but and as the free and volunters act of said Bank, as Trustee as aforesaid, for the uses and purposes trefein set forth and the said Assistant Vice President then and there acknowledged that he as custodian of the computate Bank to suid the corporate seal of said Bank to suid instrument as the own tree and voluntors

OFFE Day De Stand Comery act of said Bank as Trustee as aforesaid of the uses and numbers therein PAREWAY RAIME & TRUST COMPANY, AS TO CLORIA WIELGOS, DANG & NOTARY PUBLIC, STATE OF ILLINOIS

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