COLE TAYLOR BANK

. 1740004 TRAH 7053 05/11/95 08:48:00 48995 # LF

The Secretary RECORDER Section

" JEZERLY S. COCHILL AND PAMELA S. COCHILL, HIS WIFE, AS JOINT TENANTS PALATINE COOK County of COLE TAYLOR PAW of the City of BANKING CORPORATION MORTGAGE(S) and WARRANT(S) to with its principal place of ILLINOIS CHICAGO LOT 2 IN HILLSIDE GREEN PHASE 3, BEING A RESUBDIVISION OF LOT 4 IN ARTHUR T. MCINTOSH AND COMPANY'S QUINTEN ROAD FARMS IN SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, A set Marches

IN COOK COUNTY, ILLINOIS. ... To you will see a second second of the cook county and the cook county are a second second of the cook county.

PIN# 02 22 306 036 CKA 749 S. ELM ST., PALATINE, IL. 60067

situated in the County of ...

COOK

in the State of

Fig. ILLINOIS Second rate.

TOGETHER with all buildings, fixtures and improvements now or negeafter 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.

Mortgagors hereby release and waive all rights under and by virus of the Homestead Exemption Laws of the State of __ and the United States of America.

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

APRIL 26 , 19 , 55 , between Mortgagor(s) and 'no.tgagee. A copy of such Agreement may be inspected at the Mortgagee's office. The Mortgage secures not only indebtedne is outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) yez, s 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 nereof and although there may be no indebtedness outstanding at the time an; asyance is made. The total amount of incebtedgess secured bereby may increase or desease from time to time, but the total an ount secured hereby shall not exceed

plus interest thereon and any disbursements made for payment of taxes, special assessments or instructe on real estate described herein plus interest on such disbursements. ...

MORTGAGORS COVENANT AND WARRANT:

- 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 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, hall, explusion, 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 Mortgages all said insurance policies. Mortgagors 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. 😘 —— 🚁
- 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.
- 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, little 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 reasonab
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 Mortgagers' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the cost thereof with interest at 18.000 % per annum shall immediately be due from Mortgagers 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 or
of the following events; (a) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Cred 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 the Mortgagee in such security including, but not limited to, (i) default in the observance or performance of any of the covenant or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt to
notice of said default (ii) the assertion of any liens, mechanics' or otherwise, against the premises (iii) the assignment by Morgagors 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 fortified the 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 filling a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or Canking 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 crofits 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 ar further times, when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issue and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control an operation of the premises during the whole of said period; and the receiver out of such rents, issues and profits, may pay cost 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 indebteories secured hereby or any deficiency decree. 11. In any suit to recelose the lien of this mortgage ti ere shall be allowed and included as additional indebtedness in the decree to sale all expenditures and expenses which may be paid or incurred on behalf of the mortgaged, 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, as the rights and remedies of the Mortgagee are cumulative, may be exercised as often and whenever the occasion thereof arises the faiture of the Mortgagee to exercise such rights or romanus or any of them howsover often shall not be deemed a waive 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 at jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all parties executing the mortgage, their respective heirs, personal representatives, and assigns.
IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 26th gay ch APRIL 19 95
IN WITNESS WHEREOF, Mortgagors have set their hands and seals this 26th day ch APRIL 19 95
(SEAL) X JEPFREY S. CONTLL
(SEAL) X WM MILL A SAULT (SEAL
STATE OF TILLINOIS
COUNTY OFOOOK
the undersigned a Notary Public (121d for the Count
and the second of the second o
and State aforesaid do hereby certify that <u>JEFFREY S. COCHILL</u> and <u>PAYEA S. COCHILL</u> personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before methis day in person 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 26th day of APRIL 19.95
OFFICIAL SEAL "}
My Commission Expires:
MY COMMISSION EXPIRES 5/11/96

PREPARED BY-COLE TAYLOR BANK

MAIL TO-COLE TAYLOR BANK THAN THAN THE ACCIDENCE FOR BOX P.O. BOX 909743 This Form approved By The Illinois Bankers Association CHICAGO, IL 60690-9743