

# UNOFFICIAL COPY

## MORTGAGE

95355613



COLE TAYLOR BANK

DEPT-01 RECORDING 123.50  
10014 TRAN 5918 06/01/95 14138100  
13654 9 JW \*-98-355613  
COOK COUNTY RECORDER

INV 5/14/95 A N/3

The MORTGAGOR(S) ... TIM C. LADIS AND LOLA JUNE LADIS, HIS WIFE, IN JOINT TENANCY  
of the City of ... GLENVIEW ....., County of ... COOK ....., and State of ... ILLINOIS .....,  
MORTGAGE(S) and WARRANT(S) is ... COLE TAYLOR BANK ....., atn ... BANKING CORPORATION with its principal place of  
business in ... CHICAGO ....., ILLINOIS ....., the Mortgagor, the following described real estate:  
LOT 28 IN GLEN ESTATES A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST  
1/4 OF SECTION 11 TOWNSHIP 71 NORTH RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN IN COOK COUNTY, IL PIN 09 11 410 034 CRA 2707  
MAYNARD DR., GLENVIEW, IL

95355613

situated in the County of ... COOK ....., in the State of ... ILLINOIS .....,  
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 Mortgagor in and to said real estate.

The Mortgagor hereby releases and waives 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  
MAY 11 , 19 95 , between Mortgagor(s) and Mortgagor. A copy of such Agreement may be  
inspected at the Mortgagor'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 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 HUNDRED TWENTY FIVE THOUSAND AND 00/100  
plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance 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 Mortgagor.
3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagor 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 Mortgagor not exceeding 100% of the full insurable value and, to the extent required by Mortgagor,  
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 Mortgagor. Mortgagors shall deliver to Mortgagor with mortgage clause satisfactory to Mort-  
gagor all said insurance policies. Mortgagors grant Mortgagor 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 Mortgagor, be retained and applied by the Mortgagor 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 levied 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 cor-  
poration 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 Mortgagor and any persons authorized by the Mortgagor 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 Mortgagor.
  8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee or the Mortgagor's option, may perform the same, and the cost thereto with interest at **18.000** per annum 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; (i) if Mortgagors fail to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (ii) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (iii) 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 Mortgagor 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 lien, 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 reorganization 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, to a garnishment, 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 institution (including Mortgagee itself) named by Mortgagor, a receiver of the premises, whose 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 Mortgagor, 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 heirs, if any, taxes, assessments and insurance and pay all or any part of the indebtedness accrued hereby or any deficiency decree.
  11. In any suit to foreclose the title 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 (hereinafter, "allowable fees"), appraisers' fees, surveys, law searches and similar data.
  12. To pay all costs incurred, including reasonable attorney's fees, to perfect and maintain the lien on the mortgage.
  13. The rights and remedies of the Mortgagor 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 run 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 by 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 11<sup>th</sup> day of MAY 19<sup>99</sup>

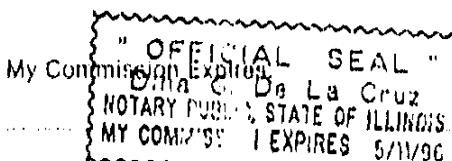
(SEAL) X *John C. Ladd* SEAL  
TOM G. LAPAS  
(SEAL) X *John C. Ladd* SEAL  
LOLA DUKE LAPAS

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

the undersigned) before a Notary Public residing in the County

and State aforesaid do hereby certify that **TOM C. LADAS** and **LOLA JUNE LADAS**,  
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 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 11th day of MAY , 1995.



John R. BAKER  
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and  
JOURNAL OF LITERATURE AND LINGUISTICS, INC.

PLATE 10.—A portion of the same field as in Figure 10, showing the

*W. H. Dall, Jr., 1960, p. 158.*

Booster Fund for the ANZAC Memorial Building  
The Fund is now closed.  
This Form approved By  
Cresta Club, Inc., The Royal British Legion