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60-227776



Open End Credit REAL ESTATE MORTGAGE

11/04/96

0012 HCN 10:45
RECORDING 23.00
PENALTY 20.00

11/04/96

0012 HCN 10:45

MORTGAGE DATE October 16, 1996

CONSIDERATION AND GRANT OF MORTGAGE

The mortgage is made on the date noted above between the parties listed below. Under this mortgage and related items to the Loan Account Contract ("Account"), Mortgagee is obligated to make advances on a continuing basis, for ten (10) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the debts related to Mortgagee's continuing obligation to make advances to Mortgagee(s) is advised to consult Mortgagee(s) in consideration of Mortgagee's obligation to make continued advances to Mortgagee(s) under Mortgagee(s) Account. Mortgagee(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and buildings and fixtures.

PROPERTY DESCRIPTION

H24076
LOT 3, (EXCEPT THE WEST 25.11 FEET THEREOF) AND THE SOUTH 1/2 OF PERTAINED ALLEY NORTH AND ADJOINING SAID LOT 3 (EXCEPT THE WEST 25.11 FEET) WHICH ALLEY LIES BETWEEN SOUTHLINE OF LOT 1 AND THE SOUTH LINE OF 1 EXTENDED EAST 5 FEET AND NORTH LINE OF LOTS 2 AND 3 ALL IN SUBDIVISION OF LOTS 10 AND 11 IN BLOCK 40 IN ROGERS PARK, A SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE 1836 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*PIN - 11-32-116-013
1438 W. Farwell Ave.*

COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE

96837815

MORTGAGOR(S) NAME(S)	MORTGAGEE NAME(S)
DONAL R O CARROLL	First Indiana Bank
ADDRESS	ADDRESS
1438 WEST FARWELL AVENUE	136 N. Pennsylvania
CITY	CITY
CHICAGO	Indianapolis
COUNTY STATE	COUNTY STATE
COOK IL	Indiana

PRINCIPAL AMOUNT
Twenty One Thousand and 00/100 \$ 21000.00

SIGNATURES - MORTGAGOR(S)/WITNESSES

Signed and sealed by Mortgagee(s):

X _____
Mortgagee's Signature

X _____
Mortgagee's Signature DONAL R O CARROLL

X _____
Mortgagee's Signature

X _____
Mortgagee's Signature

X _____
Witness' Signature

X _____
Witness' Signature

NOTARIZATION

State of IL

County of Cook

Account # 976022776

My Commission Expires _____

Notary Public's Signature _____

Notary's Name Jesse White COUNTY, IL

When Recorded Return To: _____

FIB 1868

*23.00
20.00
43.00
RW*

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Property of Cook County Clerk's Office

11/10/00 10:00
11/10/00 10:00
11/10/00 10:00
11/10/00 10:00

11/10/00 10:00

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COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.

COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

DUE ON SALE. In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.

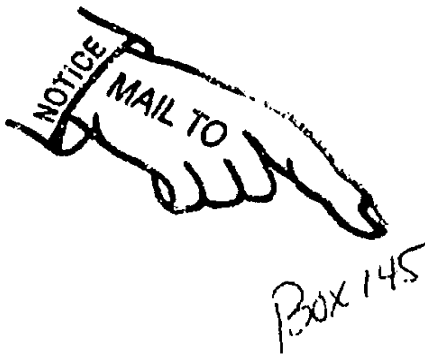
PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.

POWER OF SALE. The Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default on the payment of any indebtedness secured by this Mortgage or commit any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amounts Due. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

968-27815



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2010/10/10