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Cook County Recorder 27.00



99463187

499020634

The First National Bank
Of Chicago

Mortgage - Installment Loan or
Line of Credit
(Illinois Only)

Loan Number: 111020021974

This Mortgage is made on May 01, 1999, between the Mortgagor(s)
PATRICK A. LIVNEY AND STEPHANIE R. LIVNEY, TENANTS BY THE ENTIRETY

whose address is 625 HILL RD WINNETKA, IL 60093 and the Mortgagee,
The First National Bank Of Chicago whose address is
One First National Plaza
Chicago, IL 60670

(A) Definitions.

- (1) The words "borrower," "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we," "us," "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Amount Owed, Maturity, Security

If you signed the agreement described in this paragraph, you owe the Bank the aggregate amounts of all loans and disbursements made by the Bank to you pursuant to a Home Equity Line Agreement or Mini Equity Line Agreement ("Agreement") dated May 01, 1999, which is incorporated herein by reference, up to a maximum principal sum of \$60,000.00, plus interest thereon, and any disbursements made to you or on your behalf by the Bank for the payment of taxes, special assessments or insurance on the real property described below with interest on such disbursements.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, including all future advances made within 20 years from the date hereof, all of which future advances shall have the same priority as the original loan, and all extensions, amendments, renewals or modifications of your Agreement (all of the foregoing not to exceed twice the maximum principal sum stated above), you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the _____ of Winnetka, Cook County, Illinois as described below:

LOT 9 IN ODMAN'S SUBDIVISION OF LOTS 5, 6 AND 7 IN BLOCK 3 IN
GARLAND'S ADDITION TO WINNETKA, BEING A SUBDIVISION OF THE NORTH 120
ACRES OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Permanent Index No. 05 21 311 029

Property Address: 625 HILL RD WINNETKA, IL 60093

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured with an insurance carrier acceptable to us against loss or damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially designated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

- (D) **Hazardous Substances.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) **Default.** If you do not keep the promises you made in this Mortgage or in any prior existing mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies on default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property (or if Mortgagor is a land trust, you accept any assignment of the beneficial interest) without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead.** You waive all right of homestead exemption in the Property.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.

X

Borrower: PATRICK A. LIVNEY

X

Borrower: STEPHANIE R. LIVNEY

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF)

I, OLGA VIDMAR, a notary public in and for the above county and state, certify that PATRICK A. LIVNEY AND STEPHANIE R. LIVNEY, TENANTS BY THE ENTIRETY

personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 3rd day of May 1999

X Olga Vidmar

Drafted by:
PAULETTE R. FORD
Mail Suite 2028
Chicago, IL 60670-2028

Notary Public, COOK County, Illinois

My Commission Expires: 5-23-2001

When recorded, return to:
Retail Loan Operations
1 North Dearborn-17th Floor
Mail Suite 0203
Chicago, IL 60670-0203

