



The First National Bank
Of Chicago

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

Loan Number: 1110307163452

CTIC
499088907

This Mortgage is made on July 16, 1999, between the Mortgagor(s)
COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 6, 1999 AND KNOWN AS
TRUST NUMBER 98-8137

whose address is 6124 N ROCKWELL CHICAGO, IL 60659 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 July 16, 1999, which is incorporated herein by reference, up to a maximum principal sum of \$20,000.00, 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 Chicago, Cook County, Illinois as described below:

BOX 333-CTI

LOT 11 IN BLOCK 3 IN T. J. GRADY'S GREEN BRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE EAST 20 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No. 13-01-219-028

Property Address: 6124 N ROCKWELL CHICAGO, IL 60659

(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.

COLE TAYLOR BANK as trustee

X Trustee: [Signature] VICE PRESIDENT
X Trustee: [Signature] Sr. Trust Officer

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF)

I, Sherri E. Smith, a notary public in and for the above county and state, certify that

COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 6, 1999 AND KNOWN AS TRUST NUMBER 98-8137

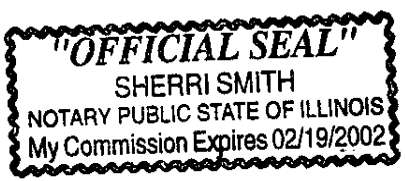
personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 27th day of July, 1999

X [Signature]
Notary Public, Cook County, Illinois

Drafted by:
SANDRA WILLIAMS
Mail Suite 2028
Chicago, IL 60670-2028

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



UNOFFICIAL COPY

99744766

LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

Clerk's Office

UNOFFICIAL COPY

39744766

Waiver of Homestead

Customer Name(s) PETER M NICHOLAS ANN F CLARK

Address of Property 6124 N ROCKWELL CHICAGO, IL 60659

Waiver of Homestead

The undersigned waive(s) all right of homestead exemption in the property as defined in the Mortgage dated 07/16/1999 and executed by COLE TAYLOR BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 6, 1999 AND KNOWN AS TRUST NUMBER 98-8137

(as Trustee u/t/a Number 98-8137 dated 01/06/99) in favor of The First National Bank Of Chicago. This waiver only applies to the debts and obligations secured by such Mortgage.

[Signature] July 16, 1999
Customer Signature Date

[Signature] July 16, 1999
Customer Signature Date

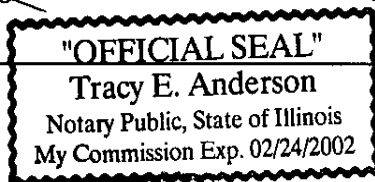
STATE OF ILLINOIS, COOK County ss:

I, Tracy E. Anderson, a Notary Public in and for said county and state, do hereby certify that Peter M Nicholas and Ann F Clark

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of July, 1999.

My Commission expires: 2/24/2002



Tracy E. Anderson
Notary Public