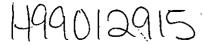
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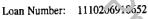
Cook County Recorder

27.00



The First National Bank Of Chicago

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





This Mortgage is made on April 06, 1999 , between the Mortgagor(PATRICIA ELAINE SPENCER AND RAY WARREN COYE, HUSBAND A	s) AND WIFE, COTRUSTEES	S OF THE PATRICIA
ELAINE SPENCER TRUST DATED NOVEMBER 21, 1996		
DEFINITION FROM THE PROPERTY OF THE PROPERTY O		
whose address is 531 S DUNTON AVE AKLINGTON HTS, IL 60005		and the Mortgagee
The First National Bank Of Chicago	whose address is	
One First National Plaza		
Chicago, II, 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 Mortgogee 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 proceed, nents, 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 April 106, 1999, which is incorporated herein by reference up to a maximum principal sum of \$171,000.00, plus interest thereon, and any disbursements made to you of or 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 Arlington Hts, Cook County, Illinois as described below:

BOX 333-CTI

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THE SOUTH 25 FEET OF LOT 18 AND ALL OF LOT 17 IN BLOCK 10 IN ARLINGTON ADDITION TO ARLINGTON HEIGHTS, A SUBDIVISION OF LOT 12 (EXCEPT THE NORTH 2 1/2 CHAINS OF THE EAST 2.0 CHAINS THEREOF) IN SECTION 32, IN THE ASSESSOR'S DIVISION OF SECTIONS 29, 30, 31, AND 32, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN , IN COOK COUNTY, ILLINOIS.

Permanent Iruex No. 03-32-129-026

Property Address.

531 S DUNTON AVE ARLINGTON HTS, IL 60005

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

- (1) Pay all amounts when due ur der 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 wit our prior written consent, and then only when the document granting that lien expressly provides (nat it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substanticity 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 Mortgages 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.

Mortgage

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- (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 ray 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 intractiately.
- (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 exception in the Property.
- (I) Other Terms. We do not give up any of our rights by delaying or fraint to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will how 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 willstill in effect.

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x Patricia Elaine Spincer		
Trustee: PATRICIA ELAINE SPENCÉR		
x 100g Wowen Coop	<u></u>	
Trustee: RAY WARRENCOYE Sources		
Borrower: PATRICIA SPENCER		
x Then Coop		
Borrower: RAY COYE	**************************************	
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STATE OF ILLINOIS		
COUNTY OF)		
I	tom with the in and founds. I	
that	stary rublic in and for the above county and state, certify	
PATRICIA ELAINE SPENCER AND RAY WARREN	COYE, HUSBAND AND WIFE, COTRUSTEES	
OF THE PATRICIA ELAINE SPENCER TRUST DAT	ED NOVEMBE's 21, 1996	
·		
perconally known to me to be the same name.		
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		
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.		
(11/4 M - 7) - CC		
Subscribed and sworn to before me this day of day of		
41.00	9/5	
	x una la injudo	
Drafted by:	Notary Public, Dup age County, Illinois	
STEPHANIE WIDUCH	riotaly ruone,	
Mail Suite 2028	My Commission Expires:	
Chicago, IL 60670-2028		
	When recorded, return to:	
	Retail Loan Operations	
	1 North Dearborn-17th Floor	
OFFICIAL SEAL SALGADOS	Mail Suite 0203	
	Chicago, IL 60670-0203	
TINA M POLLINA OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC, STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS STATE OF ILLI		
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NOTARY PUBLIC, STATE OF ILLINOS NOTARY PUBLIC, STATE OF ILLINOS NY COMMISSION EXPIRES:09/11/99 NY COMMISSION EXPIRES:09/11/99 NY COMMISSION EXPIRES:09/11/99		

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