

UNOFFICIAL COPY

3735281

EQUITY LINE MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This MORTGAGE is made this 27TH day of MARCH 1969, between Walter J. Ciszak and Loretta M. Ciszak, his wife, (herein referred to as "Borrower") and FIRST SECURITY BANK OF WOOD DALE, an Illinois corporation doing business in Wood Dale, Illinois hereinafter referred to as "Lender".

THAT WHEREAS, Borrower executed an Equity Line Note (the "Note"), whereby Borrower is indebted to Lender in the principal sum of ONE HUNDRED THOUSAND AND NO/100-\$100,000.00-- ("Credit Limit"), or so much of that sum as may be advanced pursuant to The First Security Bank of Wood Dale Equity Line Agreement and Disclosure Statement (the "Agreement").

NOW, THEREFORE, Borrower to secure the payment of the indebtedness evidenced by the Note, including, but not limited to, the obligatory future advances ("Future Advances") described in Paragraph 13 hereof, and the payment of all other sums advanced in accordance with the terms of this Mortgage, Borrower does hereby grant, mortgage and convey unto the Lender, its successor and assigns, the following described Real Estate in the County of Cook and the State of Illinois, to wit:

Lot 10 in Fair Elms being a Subdivision in the North East Quarter of Section 7, Township 22 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on January 15, 1964 as Document Number 2131260.

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Address: 4846 Fair Elms Ave. Western Springs, IL 60526
1C-07-206-020 *ed*

Prepared by Ron Taiwes for First Security Bank
of Wood Dale 372 Wood Dale Rd. Wood Dale, IL

which with the property hereinafter described, is referred to herein as the "Premises".

Together with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Lender as additional security and as an equal and primary lien with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment it is to be that may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which, at law or by convention, are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and curtains, shrubbery, gut and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, fixtures and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, ice boxes, electric refrigerator, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may now be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage, and all the estate, right, title or interest of the said Borrower in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged.

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining, or belonging unto the Lender, its successors and assigns, forever, for the purposes herein set forth and for the security of the said Note or notes before it, and interest therein and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Borrower does hereby expressly release and waive.

In addition, the Borrower covenants with the Lender as follows:

1. Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and interest of the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal and interest of any Future Advances secured by this Mortgage.

2. All payments received by Lender under the Note and Paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Note, late charges, then to any annual charge or insurance premium that is due and/or all other fees and charges, and then to principal of the Note, including any amounts considered as added thereto under the terms hereof.

3. Borrower shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender; (4) complete within a reasonable time any building or buildings now or at any time in course of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

4. Borrower shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request furnish Lender duplicate receipt therefor. To prevent default in payment, Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest.

5. Borrower shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or wind storm under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full indebtedness secured hereby, all in companies satisfactory to the Lender, under prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Premises damaged, provided said restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the premiums are abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date the notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefit, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Premises or to the sums secured by the Mortgage.

