

UNOFFICIAL COPY 3948705

This Mortgage dated as of March 7th, 1991 is entered into between William J. Denton and Cynthia L. Denton (hereinafter referred to as joint tenants with right of survivorship) whose address is 3408 S. 59th Court, Cicero, Illinois 60650

(the "Mortgagor") and COMMERCIAL NATIONAL BANK OF BERWYN 3322 S. Oak Park Ave., Berwyn, Ill. 60402 a national banking association, (the "Mortgagee").

Whereas, the Mortgagor is indebted to the Mortgagee in the principal sum of Twenty thousand dollars and no cents Dollars (\$ 20,000.00 ), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgagor with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagor under this Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unbilled interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois, to wit:

Lot 4  
Lot 5  
In Block Four, in Cicero Terrace being a Subdivision of all that part lying South of the Right of Way of the Chicago, Madison and Northern Railway Company (except Streets and Highways heretofore dedicated of the West Half (1/2) of the West (1/2) of the Northeast Quarter (1/4) of Section 32, Township 39 North, Range 13, East of the Third Principal Meridian.

3948705

Commonly known as: 3408 S. 59th Court, Cicero, Illinois 60650

PIN: 16-32-213-017&018

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

**THE MORTGAGOR COVENANTS:**

A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (11) To complete

NOTE IDENTIFIED  
RE TITLE SERVICES # RT 3-190

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*Handwritten signature*  
MARTINE

3948705

1991 MAR 11 PM 3:10  
CAROL ANN EYALIN  
REGISTRAR OF TITLES

Property of Cook County Clerk's Office

3948705

Submitted by

Address

Printed

Received by

Address

Received by

Printed

Address

Notified by

REILMARTINEZ

REAL ESTATE INDEX GROUP  
1820 Ridge Avenue  
Evanston, IL 60201

Order # *813-190*

# UNOFFICIAL COPY

all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 7th day of March, 19 91.

(x) William J. Denton (SEALS)  
(x) Cynthia L. Denton (SEALS)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEALS)  
(SEALS)

STATE OF ILLINOIS }  
COUNTY OF } SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that William J. Denton and Cynthia L. Denton (Married to each other) as joints tenants with right of survivorship personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

OFFICIAL SEAL  
MARGARET A. KELLICHER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/28/94

GIVEN UNDER MY Notarial Seal this 7th day of March, 19 91  
Margaret A. Kelliker  
Notary Public

THIS INSTRUMENT PREPARED BY: COMMERCIAL NATIONAL BANK OF BERWYN  
3322 South Oak Park Avenue  
Berwyn, Illinois 60402  
James A. Cairo/mag



3948705

secured hereby is paid, and the Mortgagee, in its sole discretion, may elect to pay the amount of the indebtedness... All easements, rents, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee...

the amount of the indebtedness shall be delivered to the Mortgagee or his assignee. It is the intent hereof to secure payment of the indebtedness due under the Agreement...

not be obliged to cause the application of the purchase money. In the event of a foreclosure sale of the Property...

hereby secured: (a) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding... (b) preparation for the commencement of any suit for foreclosure...

notice to the Mortgagee, or any party claiming under him, and without regard to the value of the Property, or whether the same shall then be occupied by the owner of the equity of redemption...

any court, or if the Mortgagee abandons any of the Property, or in the event of the transfer of, or agreement to transfer, any right, title or interest in the Property...

Subject to the terms of this paragraph, in the event the ownership of the Property or any part thereof becomes vested in a person other than the Mortgagee...

and the Agreement. That it is the intent hereof to secure payment of the indebtedness due under the Agreement...

and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder. The Mortgagee shall not be obligated to advance any moneys for any purpose not to do any act hereunder...

amount equal to four times the principal amount stated in the Agreement. In the event of such loan and shall be a part of said indebtedness under all the terms of the Agreement...

within a reasonable time any building or improvement now or at any time in process of erection upon the Property. (12) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder...

making the Property. (13) To perform all obligations under any prior mortgage or other encumbrance which is senior to this Mortgage and made a party defendant by reason of this Mortgage...

secured by the amount of such loan and shall be a part of said indebtedness under all the terms of the Agreement. In no event, however, shall such additional loans exceed an amount equal to four times the principal amount stated in the Agreement...

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