## CALL Argo Salul SOFFICIAL COP 395,1331

A FEDERAL SAVINGS &

## MORTGAGE

The MORIGAGORIS): BUDWYN VANDENBERGH AND ANDRA VANDENBERGH, MARRIED TO EACH OTHER
The MORTGAGOR(S): BUDWYN VANDENBERGH AND ANDRA VANDENBERGH, MARKED TO EACH OTHER of the CRY of Lansing County of COOK and State of Illinois
MORTGAGE(S) and WARRANT(S) to Argo Savings & Loan Association, A Federal Savings & Loan Association ("Argo Savings"), a coporation of the United States with its principal place of business at 7600 West 63rd Street, Summit, IL 60501 the Mortgages, the following described real estate:
Lot 74 in Flanagin's Subdivision, being a Subdivision of that part of the Southeast 1/4 (Except the West 163.00 Feet thereof) of the Northwest 1/4 of Section 5, Township 35 North, Range 15, East of the Third Principal Meridian, Lying North of the Right of Way of the Chicago and Grand Trunk Railroad, According to the Plat thereof Registered in the Office of the Registrar of Titles of Cook County, Illinois on December 23, 1965 as Document Number 2,248,497. Situated in the County of Cook County of C
The Mortgagors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and the United States of America.
This Mortgage secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated
the Mortgagee's office. The Mortgage secures not only indebtedness outstanding at the date hereof, if any, but also such future advances as are made pursuant to such Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof, although there may be no advances made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total amount secured hereby shall not exceed \$ TWELVE THOUSAND ANDNO/100 DOLLARS
plus interest thereon and any disbursements made for pay nent of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

## MORTGAGORS COVENANT AND WARRANT:

- 1. To pay the indebtedness as hereinbefore provided.
- 2. To maintain this premises in good condition and repair, not to commit or suffer any waste of the premises; to comply with or cause to be complied with all statutes, ordinances and requirements of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of this premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casually whatsoever; not to remove, demolish, or materially alter any building or other property now or hereafter covered by the lien of this mortgage without the prior written consent of the Mortgagee.
- 3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgage's against loss or damage by fire, lightning, windstorm, hall, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgages not exceeding 100% of the full insurable value and, to the extent required by Mortgages, against any other risk insured against by persons operating like properties. All insurance herein provided for shall be in the form and companies approved by the Mortgages. Mortgagers shall daily er to Mortgages with mortgage clause satisfactory to Mortgages all said insurance policies. Mortgagers grant Mortgages power to settle or compromise all claims under all policies and to demand a receipt for all moneys becoming payable thereunder and to receive any money for loss or damage. Such amount may, at the option of Mortgages, be retained and applied by the Mortgages toward the payment of the moneys secured by this mortgage or be paid over wholly or in part to the Mortgagors for the repair of said buildings or for the erection of new buildings in their place.
- 4. To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or liens on or levied against the premises or any part thereof.
- 5. Mortgagors have good title to the premises and have the right to mortgage the same and shall make, execute, acknowledge or deliver in due form of law all such further or other deeds or assurances as may, at any time hereafter, be required for more fully and effectively carrying out the mortgage to the premises described and shall defend said premises from all and any person, firm or corporation deriving any estate, title or interest therein against said Mortgagors and all persons claiming through the Mortgagors.
- To permit the Mortgagee and any persons authorized by the Mortgagee to enter and inspect the premises at all reasonable times.
- Not to assign the whole or any part of the rents, income or profits arising from the premises without the written consent of the Mortgages.

- 8. In the event of default in the performules of any of the Mortgagon covenants of agreements at the Mortgagon's option, may perform the same, and the cost thereof with interest at % per annum shall immediately be due from Mortgagors to Mortgages and included as part of the indebtedness secured by this mortgage.
- 9. The whole of the principal sum and interest thereon; shall be due at the option of the Mortgages upon the happening of any one of the following events: (a) if Morigagors fall to comply with any repayment term or condition of the Home Equity Line of Credit Agreement; (b) if Mortgagors have engaged in fraud or material misrepresentation in connection with said Agreement; (c) if Mortgagors have engaged in any action or have falled to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security lectuding, but not limited to, (i) default in the observance or performance of any of the covenants or agreements of the mortgage hereunder, which default is not corrected by Mortgagors within ten (10) days after receipt of notice of said default (ii) the assertion of any tiens, mechanics' or otherwise, against the premises (iii) the assignment by Mortgagors for the benefit of creditors (iv) the appointment of a receiver, liquidator or trustee of the premises and the adjudication of the Mortgagors to be bankrupt or insolvent or the failure to make payments under a reaffirmation plan and (v) the sale or transfer of the Mortgagor's interest in real estate which is security for this indebtedness; and the whole sum may forthwith be collected by suit at law, foreclosure of, or other proceedings upon this mortgage or by any other legal or equitable procedure without notice or declaration of such action.
- Upon or at any time after filling a suit to foreclose this mortgage, the court in which such suit is filled may appoint any qualified person, corporation or banking association (including Mortgages Itself) named by Mortgages, a receiver of the premises; such appointment may be made either before of after the sale, without notice and without requiring a bond (notice and bond being hereby waived). Such receiver shall have the power to collect rents, issues and profits of said premises dente the pendency of such furedusate sun, and in the case of a suit and deficiency, during the full statutory redemption, if any as well as during any further times, when the Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or usual in such cases for the protection, possession, control and operation of the premises during the whole of said period; and the receiver out of sugir rents, issues and profits, may pay coets incurred in the management and operation of the premises, prior and coordinate liens, if any, taxes; assessments, and insurance and pay all or any part of the indebtedness secured hereby or any deficiency decree.
- In any suit to foreclose the lien of this mortgare there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred on behalf of the Mortgagee, including but without limitation thereto, attorneys' fees, appraisers' fees, surveys, title searches and similar data.
- To pay all costs incurred, including reasonable atto ney? fees, to perfect and maintain the lien on this mortgage.
- The rights and remedies of the Mortgagee are cumulativi; rilay be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such right (or remedies or any of them however often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
- The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and

IN WITNESS WHEREOF, Mortgagers h	ave septheir hands and se	nal rept servitives, and late this FI to day		_ , 19 <u>97</u> .
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