

3.2 Other Information. All other information... 3.1 Validity of Security Documents. Mortgagee hereby represents to Mortgagee that...

ARTICLE III REPRESENTATIONS

2.1 Grant of Security Interest. To secure the payment of the indebtedness and the performance and discharge of the Obligations, Mortgagee does by these presents give transfer, bargain, sell, alien, remise, release, assign, mortgage, hypothecate, deposit, pledge, set over, confirm, convey, warrant and grant a security interest in and to all estate, right, title and interest of Mortgagee in and to the Mortgaged Property...

ARTICLE II GRANT

(a) All rights, revenues, income, profits and other benefits now or hereafter arising from the use and enjoyment of the Mortgaged Property... (b) Security Documents. The Agreement and all other terms, conditions and covenants hereunder... (c) Obligations. Any and all of the obligations, present and future, of the Mortgaged Property...

NOTE IDENTIFIED

6809500

Unit G-2 and Unit B as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 1st day of February, 1982 as Document No. 3248724, and the amendment thereto registered on the 3rd day of August, 1982, as Document No. 3269083. An undivided .66% and 9.65% interest (except the units delineated and described in said survey) in and to the following described premises:

Lot Seven (7) and Lot Eight (8) in Lake Lynwood Unit 7, being a subdivision of part of the Northwest Quarter (1/4) of Section 7, Township 35 North, Range 15, East of the Third Principal Meridian, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 7, 1978 as Document No. 3009102. Commonly known as: 19547 Lake Shore Drive, Lynwood, IL 60411

1. Definitions. As used herein the following meanings apply equally to the singular and plural forms of each term... (a) Agreement. The Agreement and Disclosure for Home Equity Credit Line by and between Mortgagee and Mortgagee dated as of the same date as the Mortgage... (b) Bank of Lansing and assigned and assigned as doc. no. 3895156 to Essex Savings Bank, Inc.

ARTICLE I DEFINITIONS

THIS MORTGAGE (the "Mortgage") is made as of and between Jacqueline Todd, a widow and AMERICAN NATIONAL BANK OF LANSING, 315 Ridge Road Lansing, Illinois ("Mortgagee") and AMERICAN NATIONAL BANK OF LANSING, 315 Ridge Road Lansing, Illinois 60438

AMERICAN NATIONAL BANK OF LANSING 315 Ridge Road Lansing, Illinois 60438 HOME EQUITY CREDIT LINE MORTGAGE 7958083

Handwritten mark

April 13 19 91

By the undersigned, the parties hereto, the undersigned hereby covenant, and agree as follows:
1. The Mortgages shall be subject to the terms and conditions of the Mortgage Documents, including the terms and conditions of the Security Documents, and the terms and conditions of the Mortgage Documents shall be deemed to be incorporated herein by reference.

NEGATIVE COVENANTS
ARTICLE V

1. The Mortgages shall be subject to the terms and conditions of the Mortgage Documents, including the terms and conditions of the Security Documents, and the terms and conditions of the Mortgage Documents shall be deemed to be incorporated herein by reference.
2. The Mortgages shall be subject to the terms and conditions of the Mortgage Documents, including the terms and conditions of the Security Documents, and the terms and conditions of the Mortgage Documents shall be deemed to be incorporated herein by reference.

AFFIRMATIVE COVENANTS
ARTICLE VI

1. The Mortgages shall be subject to the terms and conditions of the Mortgage Documents, including the terms and conditions of the Security Documents, and the terms and conditions of the Mortgage Documents shall be deemed to be incorporated herein by reference.
2. The Mortgages shall be subject to the terms and conditions of the Mortgage Documents, including the terms and conditions of the Security Documents, and the terms and conditions of the Mortgage Documents shall be deemed to be incorporated herein by reference.

Jacqueline Todd  
19547 Lake Shore Drive  
Lynwood, IL 60411

to the Mortgage

9 7 **Waiver of Homestead** Mortgagee covenants that the Mortgaged Property is not occupied as a homestead and waives all rights and benefits which Mortgagee has or may have under the homestead exemption law of the State of Illinois. Except for any notice required under applicable law to be given in another manner, any notice to Mortgagee provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any mail or tracked United States Post Office certified or first class United States Mail postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein.

9 6 **Incorporation of Agreement** Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully set forth herein.

9 5 **No Representation by Mortgagee** Mortgagee shall not be deemed to have warranted or represented that the Mortgaged Property is not occupied as a homestead and waives all rights and benefits which Mortgagee has or may have under the homestead exemption law of the State of Illinois. Except for any notice required under applicable law to be given in another manner, any notice to Mortgagee provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any mail or tracked United States Post Office certified or first class United States Mail postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein.

9 4 **Loan Expenses** Mortgagee shall pay all applicable recording fees, transfer taxes, and other charges to the maximum extent permitted by the laws of the State of Illinois and shall pay all such recording fees, transfer taxes, and other charges to the maximum extent permitted by the laws of the State of Illinois.

9 3 **Recording and Filing** Mortgagee shall at Mortgagee's sole cost and expense cause those Security Documents to be recorded and filed in such manner and in such places as Mortgagee shall reasonably request to the laws thereof any property intended by the terms thereof to be covered thereby and any separate additions, substitutions, amendments or betterments thereto.

9 2 **Further Assurances** Mortgagee shall upon the reasonable request of Mortgagee execute, acknowledge and deliver such instruments (including without limitation a declaration of no set off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby and any separate additions, substitutions, amendments or betterments thereto.

9 1 **Survival of Warranties and Covenants** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the indebtedness has been paid in full.

ARTICLE IX  
MISCELLANEOUS

8 1 **Condemnation** In the event of the taking by eminent domain proceedings or of the like of any part of the Mortgaged Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Mortgagee for application in the inverse order of maturity on the indebtedness, provided that no such application shall result in additional interest or have the effect of extending the term of any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

ARTICLE VIII  
CONDEMNATION

7 7 **Discurrence of Proceedings** In case Mortgagee shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason then in every such case, Mortgagee and the obligor shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

7 6 **Waiver of Redemption, Notice and Marshaling** Mortgagee hereby waives and releases, to the maximum extent permitted by the laws of the State of Illinois, all benefits that might accrue to Mortgagee by virtue of any present or future law exempting the Mortgaged Property or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or from any appraisal, valuation, exemption from civil process, redemption or extension of time for payment.

7 5 **No Conditions Precedent to Exercise of Remedies** Neither Mortgagee nor any other person now or hereafter obligated for payment of all or any part of the indebtedness shall be relieved of such obligation by reason of the actions of Mortgagee to comply with any request of mortgagor or any other person so obligated to take action to foreclose the purchase price by crediting upon the indebtedness the amount of any proceeds.

7 4 **Check of Mortgage** Upon any sale, lease, mortgage or by other means and by whomsoever made under the power of sale herein granted or by virtue of judicial proceedings or a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for or a judgment or decree of foreclosure and sale.

7 3 **Remedies Cumulative and Concurrent** The rights and remedies of Mortgagee as provided in the Security Documents shall be cumulative and concurrent and may be exercised as often as necessary, successively or together against Mortgagee (hereinafter the Mortgaged Property or any one of them, at the sole discretion of Mortgagee and may be pursued separately, successively or together against Mortgagee).

7 2 **Other** If Mortgagee defaults in the due observation or performance of any of the Obligations in accordance with this Mortgage, Mortgagee may exercise any remedy available to Mortgagee under applicable law.

7 1 **Recovery** Mortgagee may apply to the court in which a foreclosure is pending for the enforcement of this Mortgage and apply the same as the court may direct, such recovery shall be a matter of strict right without regard to the value of the occupancy of the Mortgaged Property or the salary or insolvency of Mortgagee. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commissions, incurred pursuant to the laws hereof, shall be secured hereby.

7 0 **Acceptance of Obligations** If Mortgagee engages in any transaction in connection with the Credit Line pursuant to the terms of the Mortgage, Mortgagee shall be deemed to have accepted the obligations of the Mortgaged Property and all other obligations of Mortgagee.

6 1 **False Representations** If Mortgagee engages in any transaction in connection with the Credit Line pursuant to the terms of the Mortgage, Mortgagee shall be deemed to have accepted the obligations of the Mortgaged Property and all other obligations of Mortgagee.

6 2 **Performance of Obligations** If Mortgagee engages in any transaction in connection with the Credit Line pursuant to the terms of the Mortgage, Mortgagee shall be deemed to have accepted the obligations of the Mortgaged Property and all other obligations of Mortgagee.

6 3 **Advise Actions** If Mortgagee's actions or omissions, directly affects the Mortgaged Property or Mortgagee's rights therein and interest therein.

ARTICLE VII  
REMEDIES

7 1 **Remedies** If an Event of Default shall occur and be continuing, Mortgagee may, at its option, after providing Mortgagee with at least 30 days advance notice of, and opportunity period to cure, the Event of Default, exercise any, some or all of the following remedies:

7 1 1 **Acceleration** Mortgagee may demand the unpaid portion of the indebtedness to become immediately due and payable, including any interest, and may, at its option, demand each of which is expressly waived by Mortgagee, whereupon the indebtedness shall become immediately due and payable, including any interest, and may, at its option, demand each of which is expressly waived by Mortgagee.

7 1 2 **Enforcement of Mortgage** Mortgagee may, at its option, demand that the unpaid portion of the indebtedness shall become immediately due and payable, including any interest, and may, at its option, demand each of which is expressly waived by Mortgagee.

7 1 3 **Receiver** Mortgagee may apply to the court in which a foreclosure is pending for the enforcement of this Mortgage and apply the same as the court may direct, such recovery shall be a matter of strict right without regard to the value of the occupancy of the Mortgaged Property or the salary or insolvency of Mortgagee. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commissions, incurred pursuant to the laws hereof, shall be secured hereby.

7 1 4 **Check of Mortgage** Upon any sale, lease, mortgage or by other means and by whomsoever made under the power of sale herein granted or by virtue of judicial proceedings or a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for or a judgment or decree of foreclosure and sale.

7 1 5 **No Conditions Precedent to Exercise of Remedies** Neither Mortgagee nor any other person now or hereafter obligated for payment of all or any part of the indebtedness shall be relieved of such obligation by reason of the actions of Mortgagee to comply with any request of mortgagor or any other person so obligated to take action to foreclose the purchase price by crediting upon the indebtedness the amount of any proceeds.

7 1 6 **Waiver of Redemption, Notice and Marshaling** Mortgagee hereby waives and releases, to the maximum extent permitted by the laws of the State of Illinois, all benefits that might accrue to Mortgagee by virtue of any present or future law exempting the Mortgaged Property or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or from any appraisal, valuation, exemption from civil process, redemption or extension of time for payment.

7 1 7 **Discurrence of Proceedings** In case Mortgagee shall have proceeded to enforce any right under any of the Security Documents and such proceedings shall have been discontinued or abandoned for any reason then in every such case, Mortgagee and the obligor shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

ARTICLE VI  
EVENTS OF DEFAULT

6 1 **False Representations** If Mortgagee engages in any transaction in connection with the Credit Line pursuant to the terms of the Mortgage, Mortgagee shall be deemed to have accepted the obligations of the Mortgaged Property and all other obligations of Mortgagee.

6 2 **Performance of Obligations** If Mortgagee engages in any transaction in connection with the Credit Line pursuant to the terms of the Mortgage, Mortgagee shall be deemed to have accepted the obligations of the Mortgaged Property and all other obligations of Mortgagee.

6 3 **Advise Actions** If Mortgagee's actions or omissions, directly affects the Mortgaged Property or Mortgagee's rights therein and interest therein.

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UNOFFICIAL COPY

3958088

1991 APR 19 PM 1:52  
CAROL M. COLLEY BRAUN  
REGISTRAR OF TITLES

1462055  
1462059

MAIL TO 3958088

Notified  
BANK OF LANSHING  
3115 RIDGE ROAD  
LANSHING, IL 60438

Submitted by  
Address

Property of Cook County Clerk's Office

16-01

My Commission Expires  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19TH DAY OF APRIL 1991  
Jaqueline Todd, a widow  
PERSONALLY

STATE OF ILLINOIS  
COUNTY OF COOK

Marqean Phipps C/O  
American National Bank of Lansing  
3115 Ridge Road  
Lansing, IL 60438

Gene A. Gaudin, Successor Vice-President  
Gene A. Gaudin

Jaqueline Todd

9-9 Coverage Existing with the Land  
9-8 Coverage Existing with the Land  
9-7 Coverage Existing with the Land  
9-6 Coverage Existing with the Land  
9-5 Coverage Existing with the Land  
9-4 Coverage Existing with the Land  
9-3 Coverage Existing with the Land  
9-2 Coverage Existing with the Land  
9-1 Coverage Existing with the Land  
9-0 Coverage Existing with the Land