

MORTGAGE

The MORTGAGOR(S): MARQUETTE NATIONAL BANK AS TRUSTEE U/A/D 1-22-85 A/K/A TRUST #10996 of the City of CHICAGO, County of COOK, and State of Illinois

MORTGAGE(S) and WARRANT(S) to 1st HERITAGE BANK, a(n) bank, with its principal place of business in COUNTRY CLUB HILLS, Illinois, the Mortgagee, the following described real estate:

LOT 144 IN CLEM B. MULHOLLAND, INC. RIDGE MANOR SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 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 19, 1954, AS DOCUMENT NO. 1517999

ADDRESS: 3148 W. 101ST ST., EVERGREEN PARK, IL.

R.E.I.N.: 24-12-318-022

situated in the County of COOK in the State of Illinois

TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagors in and to said real estate.

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

JULY 26, 19 91

between Mortgagor(s) and Mortgagee. A copy of such Agreement may be inspected at 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 \$ FORTY THOUSAND AND NO/100'S plus interest thereon and any disbursements made for payment 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 the 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 the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty 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 Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicles, smoke and other casualties covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and, to the extent required by Mortgagee, 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 Mortgagee. Mortgagors shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagors grant Mortgagee 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 Mortgagee, be retained and applied by the Mortgagee 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.

To pay all taxes, assessments, special assessments, water rates, sewer service charges and other charges now or hereafter assessed or levied 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 Mortgagee.

Not identified

Country Club Hills

MARQUETTE NATIONAL BANK

Handwritten initials and numbers

311000

UNOFFICIAL COPY

8. In the event of default in the performance of any of the Mortgagors' covenants or agreements herein, the Mortgagee, at the Mortgagee's option, may perform the same, and the debt thereon with interest at 16.0 % per annum shall immediately be due from Mortgagors to Mortgagee 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 Mortgagee upon the happening of any one of the following events: (a) if Mortgagors fail 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 failed to act in a way which adversely affects the Mortgagee's security or any right of the Mortgagee in such security including, 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 liens, 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.
10. Upon or at any time after filing a suit to foreclose this mortgage, the court in which such suit is filed may appoint any qualified person, corporation or banking association (including Mortgagee itself) named by Mortgagee, a receiver of the premises; such appointment may be made either before or 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 during the pendency of such foreclosure suit; 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 such rents, issues and profits, may pay costs 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 by decree.
11. In any suit to foreclose the lien of this mortgage 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.
12. To pay all costs incurred, including reasonable attorneys' fees, to perfect and maintain the lien on this mortgage.
13. The rights and remedies of the Mortgagee are cumulative, may be exercised as often and whenever the occasion thereof arises; the failure of the Mortgagee to exercise such rights or remedies or any of them howsoever often shall not be deemed a waiver thereof; and shall inure to the benefit of its successors and assigns.
14. The party or parties named above as Mortgagor and their respective heirs, personal representatives, successors and assigns are jointly and severally liable to perform the covenants herein, and the term "Mortgagors" shall include all parties executing this mortgage, their respective heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, Mortgagors have set their hands and seals this JUL 30 1991 day of JUL 30 1991, 1991.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in ~~fact~~ purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK

*[Signature]*  
Vice President

*[Signature]*  
Assistant Secretary

TR# 10996

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"

*[Signature]* A. LACHOWICZ  
Notary Public, State of Illinois  
My Commission Expires 7/18/94

JUL 30 1991

*[Signature]*  
Notary Public

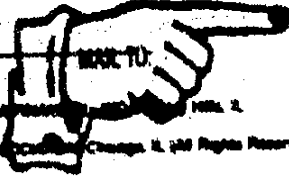
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# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

My Commission Expires:

Notary Public



Form No. 100-412-0  
Copyright 1988 ALLIANCE BANKERS ASSOCIATION, CHICAGO, ILL. 60601  
ALLIANCE BANKERS ASSOCIATION, CHICAGO, ILL. All Rights Reserved

1st HERITAGE BANK  
4101 WEST 183rd STREET  
COUNTRY CLUB HILLS, IL 60478

Reorder From ALLIANCE FINANCIAL, INC. P.O. Box 1227  
Hickory Hills, IL 60466-0227 (708) 988-9000  
This Form Approved By  
The Illinois Bankers Association

3. To keep the buildings on the premises and the equipment insured for the benefit of the Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, aircraft, vehicle, smoke and other causes covered by extended fire insurance, all in amounts approved by the Mortgagee not exceeding 100% of the full insurable value and to the extent required by Mortgagee, against any other risk insured against by persons operating this property. All insurance benefits provided for shall be in the form and companies approved by the Mortgagee. Mortgagee shall deliver to Mortgagee with mortgage clause satisfactory to Mortgagee all said insurance policies. Mortgagee grants and agrees power to sell or compromise all claims under all policies and to demand a receipt for all moneys hereon.

2. To maintain the premises in good condition and repair, not to permit or suffer any waste of the premises, to comply with or cause to be complied with all statutes, ordinances and regulations of any governmental authority relating to the premises; and to promptly repair, restore, replace, or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty 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.

1. To pay the indebtedness as hereinafter provided.

### MORTGAGEE'S COVENANT AND WARRANTY:

plus interest thereon and any disbursements made by payment of taxes, special assessments or insurance on real estate shall not exceed \$ FORTY THOUSAND AND NO/100'S. The Mortgagee secures the performance of obligations pursuant to the Home Equity Line of Credit Agreement dated between Mortgagee(s) and Mortgagee. A copy of such Agreement may be requested at the Mortgagee's office. The Mortgagee secures not only indebtedness outstanding at the date hereof, it also secures 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 plus interest thereon and any disbursements made by payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

*Notarized*

of the City of CHICAGO, County of COOK, and State of ILLINOIS  
MORTGAGE(S) and WARRANTY(S) to 1st HERITAGE BANK, a(n) bank  
Business in COUNTRY CLUB HILLS, ILLINOIS  
LOT 144 IN CLEM B. MUEHOLLAND, INC. RIDGE MANOR SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 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 19, 1954, AS DOCUMENT NO. 1517999  
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situated in the County of COOK in the State of ILLINOIS  
TOGETHER with all buildings, fixtures and improvements now or hereafter erected thereon, the appurtenances thereto, the rents, issues, and profits, and all right, title, and interest of the Mortgagee in and to said real estate  
The Mortgagee hereby releases and waives 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 JULY 26 1991 between Mortgagee(s) and Mortgagee. A copy of such Agreement may be requested at the Mortgagee's office. The Mortgagee secures not only indebtedness outstanding at the date hereof, it also secures 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 plus interest thereon and any disbursements made by payment of taxes, special assessments or insurance on real estate described herein plus interest on such disbursements.

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