HOME LINE CREDIT MORTGAGE

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This Home Line Credit Mortgage is made this 9th day of November, 1993, between the Mortgagor, Saleom Akhtar and Fakhera Y. Akhtar, his wife as joint tenants (herein "Borrower"), and the Mortgagee, Hurris Trust and Savings Bank, an illinois banking corporation whose address is 111 West Monroe Street, Chicago, Illinois 60690 (herein "Londor").

WHEREAS. Borrower and Lender have entered into a Harris Bank Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated November 9, 1993, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$57,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is physical at the rate and at the times provided for in the Agreement. After November 9, 1998 (the "Expiration Date") till sums outstanding under the Agreement may be declared due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by November 9, 2013 (the "Final Maturity Date").

TO SECURE to Londer the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon the payment of all other sums, with interest thereon, no payment of all other sums, with interest the foundation herewith to protect the security of this Mortgage, and the partonniunce of the covaliants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lo or the following described property located in the County of Cook, State of Illinois:

LOT 20 IN BLOCK 3 IN ALBERT WISNER'S SUBDIVISION OF LOTS 13 AND 14 IN BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 25. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIN OID.

PERMANENT INDEX NUMBER: 13-26-27.9-001

Which has the address of 3059 N. Drake Atlante, Chicago, Illinois 60618 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all edgements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter strached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with rair property, (or leacehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully selsed of the estate bareby conveyed and fins the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, essements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's Interest in the Property.

COVENANTS

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any loss and charges as provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, toos and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charges; Lians. Borrower shall pay or cause to be paid all taxes, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Mortgage, and tessehold payments or ground ronts, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Landar's interest in the Property. Borrower shall, upon request of Landar, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any flom which has priority over this Mortgage, except for the lion of any mortgage disclosed by the title insurance policy insuring Landar's interest in the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Landar, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfolture of the Property or any part thereof.

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4. Hazard insurance. Borrower shall keep the improvements now existing or hereafter eracted on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The Insurance carrier providing the Insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of pald premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lendo, and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not 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 Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is malled by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lendon in authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower of engles agree in writing, any such application of proceeds to principal shall not extend or postpone the die date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property print to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immodiately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Poperty; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Forrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 8. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lai cer's option, upon notice to Borrower, may make such appearances, disburse such sums and take surfunction as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to Incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemndr offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing; any such application of proceeds to principal 🐇 shall not extend or postpone the due date of any payment due under the Agreement or change the amount

- Borrower Not Released. Extension of the time for payment or modification of any other term 9. of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shallnot operate to release. In any manner, the liability of the original Borrower and Borrower's successors in interest, bander shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. Forbearing by Lender Not a Walver. Any forbearance by Lender Int exercising any rightor remedy unow the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preside the exercise of any such right or remedy. The procurement of insurance or the payment of faxor o other lions or charges by Londer shall not be a waiver of Lender's right to a accelerate the maturity of the indebtedness secured by this Mortgage. But the second of the second second
- 11. Remedies Cumulative. All remodies provided in this Mortgage are distinct and cumulative to any other:right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

- 12. Successors and Assign Dound; Joint and Several-Liability; Captions. The covenants and agreements here's contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Linder and Borrowers All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to in erpretor define the provisions hereof.
- 13. Notice. Except for any notice required and a applicable law to be given in another manner, (a) 🛷 any notice to Borrower provided for in this Mortist ge shall be given by mailing such notice by certified mall, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to auch other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrow at at Lender when given in the minner designated herein.
- 14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of the of Illinois. In the avoid that any provision or clause of this Mortgage of the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Murigage 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.
- 15. Barrower's Copy. Barrower shall be turnished a conformed copy of the Ligrenment and of this Mortgage at the time of execution or after recordation hereof .
- 18. Revolving Credit Loan. This Mortgage is given to secure a revolving credit to an, inless and until pursuant to the Agreement such loan is converted to an installment loan, and shall successful only presently existing indebtodness under the Agreement but also future advances, whether such arvances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 27 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding it the time any advance is made. The iten of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured horeby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby fincluding disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes. special assessments or insurance on the Property and Interest on such disbursements (all such Indebtodness being hereinsiter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent tions and encumbrances, including statutory floris, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount abouted horoby.

- 17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially faise. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower defaults under any credit instrument or mortgage evidencing or securing an obligation whose lien has any priority over the lien created by this Mortgage (c) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable altorneys' lees, and costs of documentary evidence abstracts and title reports.
- 18. Assignment of Rents; Appointment of Receiver; Lender in Possession.

 As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any parked of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the ran's of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those lens actually received.

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agraement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

IN WITNESS WHEREOF	. Borrower hereby waiv -, Borrower has executed	this Mortgage		in the Property.
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Saleem Akhtar			Borro	wer
Fallhern	r SHARUS.	11/26/93		
Fakhera Y. Akhter			Barro	wer
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STATE OF ILLINOIS	^			
COUNTY OF	COOK	} ss		U _S
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to the foregoing inst	nown to me to be the se rument, appeared belo ne	re me this day	In person and a	cknowledged that
118	free and voluntary a	ict, for the uses i	and purposes increil	n set forth.
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Motery Public				
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111 West Monroe Stree Chicago, Illinois 60690			**************************************	

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