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BAMBRICK & BAMBRICK, P.C. 111 Illinois St. Lemont, IL 60439

DEPTHO! RECORDING

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*-67-133675

COOK COUNTY RECORDER

V. L. Barth Jr

THE LEMONT NATIONAL BANK, 310 Main Street, Lemont, Illinois 50439

THE LEMONT NATIONAL BANK HOME EQUITY LOAN MORTGAGE

This Mortgage ("Security Instrument") is given on _	2/19 87	Martaanar is	Edward H	. Lebak,	Jr and	Pamela N	. Lebak
("Borrower"). This Security Instrument (a govern on 1)	he Lemost National Bank of L	emont which is organize	ed and engine und	er the laws of the	United States o	I America, and wi	iose address is 310 Main Street,
Lemant, Minais 60439 ("Lender"). Borrower owes	Lorder the principal cum of	Fifty Thou	usand and	no/100			
	COUNTY OF THE PART SAIN OF			test and an experience	eduseed tureus	at to the obligation	n of Lender (whichever is lesser).
deliars (U.S. S	,000.00	-) Casamun summut), or so major or ti	iigt zum ez mel ne	garanten harana	ייים אוני טיין און tu יייים און	/10/09
as evidenced by Borrower's Note, providing manually p	ay rents of principal and/or into	erest and with the balanc	e of the indebleding	ess, if not sooner	paid, due and pa	iyable on	are described in harantanh 18
To secure to Lender the repayment or the hereol), the payment of all other sums, with intere-	TOP TO THE STATE OF THE STATE O	IE MOLE LINCIDUMO, DVI I	ICI INGILEO ID. 40C	H ONHINGTON I TOTALE	autaneca (i ui	die wateriers i es	t hie actormen in barediabil in
	st the Cor advanced in accor	nance uatemin in hote	ct me-terminy of t	ins Mollyage, Çiai	it dito contel to	Canasi me ibioni	ing assemble property tection in
Cook County, Illinois:							

Cook County, Hungis:			
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which has the address ofNCGarthy R logether with all the improvements new or here.	after proched on the property ".at all easement	Lemont , aghts, appartunances, rents, rayaltius	, fillingis 60439 ("Property Address"); s, mineral, oil and gas rights and profits, water, water rights and
water stock and all fixtures now or hereafter attached to	the property, all of which, including 'ep'ademe	nts and additions thereto, shall be deeme	ed to be and remain a part of the property coveres by this widingage.

Bostower covenants that Bostower is lawfully seized of the estate hereby conveyed and has the mortgage, grant and convey the Property, that the Property is unencumbered with the exception of those items, if any, listed on a schedule of exceptions to coverage or any little insurance policy insuring Lenser's interest in the Property, and that the Bostower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring interest in the property

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Borrower shall promptly pay when due without set-off, recomment, of deduction, the Principal of and Interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the Principal of and Interest on any luture advances secured by this Africa, ge

2. Applications of Payments: All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest due on the Note, then to the Principal of the Note.

including any amounts considered as added thereto under the terms hereof.

including any amounts considered as added thereto under the terms hereol.

3. Charges; Llens: Borrower shall promptly pay all obligations secured by a Mortgage or Trust Deed affecting the property, taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over this flortgage, and leasehold payments or ground rents, if any, when due Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, property which may attain a priority over this flortgage, and leasehold payments or ground rents, if any, when due and in the event Borrower shall make payment directly. Borrower shall promptly formish to Lender receipts evidencing such payments. Surrower shall promptly discharge any lien which has priority over this Mortgage with respect to any sum, including but not limited to future advances

4. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by life, neards 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 all other Mortgages and Trust Direns with respect to the Property

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Leider, provided, that such approval shall no be unreasonably withheld. All premiums on insurance

policies shall be paid by Borrower when due

This instrument was prepared by Name.

All insurance policies and renewals thereor shall be in a form acceptable to Lender and shall include a standard mortgage clause in tayor of and in a form acceptable to Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lander all renewal notices and all receipts of paid premiums. In the went of has, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made by Borrower.

Unless Lender 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 Lender's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessened, the insurance proceeds shall La applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In Borrower abandons the Property, or dues not answer within 30 days a notice from te were that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or pay sums secured by this Securit, instrument, whether or not then due. The 30 day period will begin when the notice is given pursuant to paragraph 13 of 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 the monthly installments referred to in paragraph I hereof or change the amount of such installments. If under paragraph 16 hereof the Property is accounted by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquistion shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition 5. Preservation and Maintenance of Property; Leazeholds; Condominiums: Planned Unit Developments: Corrower shall keep the Property in good regain and shall not commit waste or permit impaliment or deterioration of the Property and shall comply with provisions of any lease of 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 stagations under the declaration or covenants creating or governing the condominium or planned unit development, by-laws and regulations of the condominium or a planned unit

development, and constituent documents. If a condominium or a glanned unit development tider is executed by Borrower and recorded together with this mortgage, the covenants and agreements of such rider shall incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the ficer were a part hereof.

6. Protection of Lender's Security: If Borrower fails to perform the coverants and agreements contained in the Mortgage or any Mortgage or Trust Deed affecting the Property, or if any action or proceeding is commenced which materially affects fender's interest in the Property, including, but not limited to emment, domain, ansolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances dishorse such sums and take such action as is necessary to protect Londer's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest Ingreon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be considered as so much additional principal due under the note payable upon notice from Lender to Botrower 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 flote unless payment of interest at such rate would be contrary to applicable law, in which event such arrounts shall bear interest at the highest rate permissible under applicable law. 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 entires upon and impections of the Property, providing that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore 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

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 marked. 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 the monthly installments referred to in paragraph

I hereof or change the amount of such installments

- 9. Borrower not Released: Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender any successor in interest of Borrower shall not operate to release in any manner, the liability of the original Borrower and Borrower and Borrower is successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. Forbearance by Lender Not a Walver: Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative: All remedies 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. Successor and Assigns Bound; Joint and Several Liability; Captions: The covenants and agreements berein contained shall bind, and the rights bereunder shall inure to. The respective successors and assigns of Lender and Borrower. 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 interpret or define the previous hereof.
- 13. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice addressed to Borrower at the Property Address or at such of et a dress 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 such 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 Borrower or Lender when given in the manner designated herein.
- 14. Governing Law; Severability: This Mortgage in all be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Pute Which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. Time is of the essence of this Agreement.
- 15. Transfer of the Property: Assumption: If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a transfer or rights of occupancy in the property. (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a juint fact of or tenunt by the entirety. (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer in which the transferser is a person who occupies or will occupy the property. Which is (1) A transfer to a relative resulting from the Borrower's death, (2) A transfer where the Borrower's spouse becomes an owner of the Property, or (3) A transfer resulting from a derive etc. It is also not of marriage, legal separation, agreement, or from an incidental property settlement agreement by which the Borrower's spouse becomes an owner of the Property, or (3) a transfer to an interest or which the Borrower remains the beneficiary and occupant of the Property, or (4) a transfer to an interest or which the Borrower refuses to provide the Lender with reasonable means a coep able to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy, Lender may, at Lender's option, and without notice to borrower declare all sums secured by this Mortgage to be immediately due and payable. Lender is hereby subrogated to the lien of any mortgage or rither lien discharged, in whate or in part by the proceeds of the lien of any mortgage or rither lien discharged.
- 16. Acceleration: Remedias: Upon Borrower's detaut in the performance of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect after default, all estimated and actual expenses incomed by reason of said default, including, but not limited to reasonable attorney's less, and costs of documentary evidence, abstracts, and title reports.
- 17. Assignment of Rents; Appointment of Receiver; Lender in Possession: As additional security leret nder, Borrower hereby assigns to Lender the rents of the Property; Provided, that Borrower shall, prior to acceleration under paragraph 16 hereof or acandonment of the Property, have the right to collect and right such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time more to the expiration of any period 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 Collect the rents of the Property including those past due. All rents collected by Lender of the receiver shall be applied list 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' lees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account or vior those rents actually received.

- 18. Future Advances: The Holder of the Hote secured by this Mortgage shall not be obligated to make advances of principal artism, time subsequent to the initial payment but may do so upon request of the Borrower for a period of live (5) years from the date of the Note of this Note adversely affects the priority of volidity of the Note of this Mortgage, or the Borrower shall no longer own the property, or the off were any guaranter of the Note is involved in bankingtory or insolveneys proceedings. Any future advance made pursuant to this loan agreement throughout the live (5) year ferm shall have the same priority at the Substitution of the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, including sums advanced in the sole judgment of Mortgage it is necessary to withhold payment in order to comply with any lederal, state or local regulations including, but not limited to, offering Borrower the right of rescission with respect to said advance and Borrower hereby expressly acknowledges said right of Mortgage.
- 19. Release: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any

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