7 5 This instrument was prepared by: C. Glandell, LEYDEN SCHOOLS CREDIT UNION 9617 W. Grand Avanage 0. Box 236 Franklin Park, IIIIIH818 60131

(Address)

MORTGAGE

88327519

THIS MORTGAGE Is made this	8th day of	July,	, , , 1	19 88 between the
Mortgagor, Benton H. Doherty,	divorced and not	since remarried	1,	
(herein "Borrower"), and the Mortgagee,.				
Leyden Schools Credit Union organized and	existing under Illinois law wh	nose address is 9617 W. (Grand Ave., P.O. Box 23	6, Franklin Park, IL 60131.
WHEREAS, Borrower has entered in	to a Revulving Credit Loan P	lan with the Lender dated	July 8,	
19 88, under which Borrower may from	time to time, one or more t	imes, obtain loan advan	ces not to exceed at any	y time an aggregate prin-
cipal amount ofTWE	NTY THOUSAND AND N	NO/100		
Credit Loan Plan provides for an adjustable of THE 8TH DAY OF JULY, 20	ate of interest; FINAL PA) from Lender on a s AYMENT OF PRINCI	secured line of credit ba LPAL AND INTERES	isis, and which Revolving ST SHALL BE DUE
TO SECURE to Lander the repayme Credit Loan Plan, with interest and other to protect the security of this Mortgage, agreements of Borrower Falein contained, I	charges thereon, together	nces which Lender may with the payment of all	make now or in the fut other sums advanced	ture under the Revolving in accordance herewith
to sale, the following described property l	ocated in the County of	Cook	, State of III	inois:
LOT 2 IN JACKSON BOULDVARD VACATED ALLEY IN BLOCK 7 OF IN THE NORTH EAST QUARTEL CRANGE 12, EAST OF THE THIRT	THE RESUBDIVISION THE NORTH EAST	N OF BLOCK 7 IN QUARTER OF SECT	CARNEY'S ADDIT	TION TO HARLEM
7.I.N. 15-13-214-025	Ox			
2	C	÷ .	•	
7	94			
REI Title Samicos #	C			05 07/25/88 12:18:00
REI Title		2		
77110111105 the addited 01	kson Boulevard	<u> </u>	Forest Park,	tilinois
60 (Street) (herein "Prop (Zip Code)	perty Addrass");	((C	ity)
TOGETHER with all the improvements of which shall be deemed to be and remain a erty (or the leasehold estate if this Mortgage	nati of the property counte	ri ivu thia Marianan and	all of the foregoing to	tenances and rents all gether with said prop-

Borrower covenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to riortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenance that Sorrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record field prior to the date of filing of this Mortgage.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:
1. Payment of Aggregate Principal and Interest. Borrower shall promptly pay when due the total indebtedness evider car by the Revolving Credit Loan Plan which includes principal, Interest, and other charges.

Credit Loan Plan which includes principal, interest, and other charges.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Revolving Credit Loan Plan and paragraph 1 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower for interest and charges payable under the Revolving Credit Loan Plan, and then to the principal under the Revolving Credit Loan Plan.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, lines and other charges attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents. If any.

tain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard insurance. Borrower shall keep the improvements now existing or hereafter erected 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

MORTGAGE

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by fire, hazards included within the term "extended coverage", and such other nazards as center may require.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

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.

If the Property is abandoned by Borrower, or If Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is 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.

5. Preservation and Maintenance of Property; 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.

6. Protection of Lender's Security. If Borrower falls 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable altorneys' less, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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Any amounts disbursed by Lender trisual to this palagraph, and therest therein, at the Revolving Credit Loan Agreement rate, shall become additional indebtedness of Borrower secured by this nortigage, unless performed and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to Incur any expense or take any action hereunder. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a flen which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the flability of the original Borrower and Borrower's 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. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mongage, but does not execute the Revolving Credit Loan Plan, (a) is co-signing this Mongage only to mortgage, grant and convey that borrower's Interest in the Property to Lender under the terms of this Mongage, (b) is not personally liable on the Revolving Credit Loan Plan or under this Mongage, (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mongage or the Revolving Credit Loan Plan without that Borrower's consent and without releasing that Borrower or modifying this Mongage as to that Borrower's interest in the Property. 11. 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 delivering it or by mailing such notice by certified mail 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 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.

12. Governing Le.' Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The loregoing shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Revolving Credit Loan Plan conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Revolving Credit Loan Plan which can be give a effect without the conflicting provision, and to this end the provisions of this Mortgage and the Revolving Credit Loan Plan and the event in the provision or limited begin.

12. Governable. Is a sed herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited begin. or limited herein.

13. Borrower's Copy, Bc rov er shall be furnished a conformed copy of the Revolving Credit Loan Plan and of this Morgage at the time of execu-13. Berrower's Copy. Be row as shall be turnished a conformed copy of the Revolving Credit Loan Plan and of this Morgage at the time of execution or after recordation hereof.

14. Rehabilitation Loan At rement. Borrower shall (utifit ai) of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Corrower enters into with Lender, Lander, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to ender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or service of connection with improvements made to the Property.

15. Transfer of the Property. If the Britower shall cause or permit the transfer of any legal or equitable interest in the real estate which is described in the Mortgage, or enter into any contract for the ship of said real estate or any part thereof, the Lender may at the Lender's option, without prior notice, declare the then outstanding balance of the revol ing credit foan immediately due and payable. Nothing in the Revolving Credit Loan Plan shall serve declare the then outstanding balance of the revol inc or dit foan immediately due and payable. Nothing in the Revolving Credit Loan Plan shall serve to limit a transfer otherwise except from such a result on under state or Federal law.

notice of acceleration in accordance with paragraph 1° hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower nay pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such period, Lender may, without further notice in demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

NON-UNIFORM COVENANTS. Borrower and Longer further covenant and agree as follows:

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, or in the Revolving Credit Loan Agre immit including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days? I make the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the detelerance in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Priper y. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the detail in nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, the sums secured by this Mortgage to be immediately due and p this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage if: (a) Borrower cures all breaches of any other covenants or agreements of Borrower untained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies THIS IS IN SECOND MOBILERES as provided in paragraph 16 hereol, including, but not limited to reasonable attorney's fees; and (d. Borrower takes such action as Lender may reasonably require to assure that the flen of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligatio is secured hereby shall remain in full force and effect as if no acceleration had occured. 18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrowr i hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abant's intent of the Property, have the right to the Property, provided that Borrower shall, prior to acceleration under paragraph to hereby or about a many or the property, have one right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and or section of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the turns secured by this Mortgage. The receiver shall be fisble to account only for those rents actually received.

19. Release, Upon payment of all sums secured by this Mortgage, Lender, upon Borrower's written request, shall refear at a Mortgage without charge to Borrower 20. Walver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property. 21, Priority of Future Advances. All future advances shall have the same priority as it advanced at the date of this Moriging REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action. IN WITNESS WHEREOF, Borrower has executed this Mortgage. Borrower Borrower STATE OF ILLINOIS. Cook County ss: Marjorie C. Gloor a Notary Public in and for said county and state, do hereby certify that divorced and not since Benton H. Doherty, remarried _h e subscribed to the foregoing instrument, appeared before personally known to me to be the same person(s) whose name(s). $\underline{\hspace{0.1cm}}$ signed and delivered the said instrument as $\underline{\hspace{0.1cm}}$ tree voluntary act, for the me this day in person, and acknowledged that _ _ he ___ OFFICIAL SEAL Mayorie C. Sloon Notary Public 8ch Given undermochage enshallicial sea, this . day of . HOTABY PUBLIC STATE OF ILLINOIS IN COMMISSION EXP. DEC. 13, 1991

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