		IAL COPI'	03433257
This Home Equity Line of Credit Mort	gage is made this 11th day of	October	
		nociation, whose address is 3999 North Lincoln Avenue, Chicag	
(herein "Borrower"), and the Mortgages, I WITNESSETH:	LINCOLN NATIONAL BANK, A National Hasking AM	ocuition, whose address is 3959 North Electin Averse, Chicag	jn, Mittree (1964) (hereut "Laester").
***		ioms Boulty Line of Credit Agreement and Disclosure Su	•
October 11	, 19.89 , pursuant to which Borrower	may from time to time until Octobe	r 16 194
borrow from Lander sums which shall r	not in the aggregate outstanding principal balance exc	ned \$ 18,000.00 the (" nea provided for in the Agreement. After Octobe	'Maximum Credit'') plus interest.
Interest on the sums borrowed purusant (i) all sums outstanding under the Agrees	to the Agreement is payable at the rate and at the tir meat may be declared due and payable or (ii) all sums	nes provided for in the Agreement. After	er such date, together with interest
		Agreement plus interest thereon must be repaid by $\frac{\Omega c}{c}$	
(the "Final Maturity Date").			
TO SECURE to Lender the re	payment of the indebtedness incurred pursuant to the A	accessions, with interest thereon, the payment of all other sun	nt, with interest thereon, advanced
in accordance herewith to protect the se	curity of this Mortgage, and the performance of the c	overants and agreements of Burrower contained herein and COOK . Sta	In the Agreement, Borrower does
hereby mortgage, grant and convey to 1.	anger the millowing described property located in the	COUNTY Classical and County Co	im of infuois:
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	~/^x.	W. million in them	
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Permanent The Number: 14-33-316-078-0000

which has the address of 1669 North Vine, Chicago, V111nois

(the "Property Address"); TOORTHER with all the improvements now or hereafter erected on the property and a leasements, rights, appurenances, rents, tryalities, mineral, oil, and gas rights and profits, water rights, and water takeh, and all futures now or invester attached to the property, all of which, including replacements and additions thereto, shall be decreated to be and crutada a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold saids if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is inwfully seized of the estate hereby conveyed and the right to nortgage, 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, factorishms, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agrees as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest of the indebedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.
- Application of Payments. Unless less provides otherwise, all payments received by Lender under Ue Agr ement and paragraph I hereof shall be applied by Lander first
 in payment of any fees and charges payable pursuant to the Agreement, then to any advance made by Lender pursuant to this 2 cortage, then to interest, payable pursuant to the Agreement,
 and then to the principal amounts outstanding under the Agreement.
- 3. Chargest Liess. Borrower shall pay or cause to be paid all tases, assessments and other charges, fines and in too one attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents. If any, including all payments the under any mixingage disclosed by insuring Lander's interest in the Property. Borrower shall, upon request of Lander, promptly furnish to Lander receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lander's interest in the Property; prior lied, that Burrower 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 1 order, 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 forfeiture of the Propini for any part thereof.

d. Hazard Insurance, Borrower shall keep the improvements now existing or hereafter erected on the Property insured against lot on Stee, hazards included within the term "extended coverage", and such other hazards as Lander may require and in such amounts and be such periods as Lander may require, provided, not Let the shall not require that the amount of 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 approved by Lender; provided, that such approved that it is timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lander and shall include a standard mortgage clause in favor of any in sums, acceptable in Lander. Upon request of Lander, Borrower shall promptly furnish to Lander all reverses in a standard mortgage clause in favor of any in sums, acceptable in Lander. Lender may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair to not executely of this Mortgage would be impalied, the insurance proceeds shall be applied to the sums security of this Mortgage would be impalied, the insurance proceeds shall be applied to the standard by Borrower. If the Property is abandoned by Borrower, with Borrower halls to respond to Lander within 30 days from the date notice is mailed by Lander to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lander is authorized and apply the insurance proceeds at Lander, and Borrower offers to settle a claim for insurance benefits, Lander is authorized and apply the insurance proceeds at Lander and Borrower offers as an application of repair of the Property or to the turns secured by this Mortgage.

Unless Lander and Sorrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 19 hereof, the Property is acquired by Lander, all right, title and interest of Hortower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lander to the attent of the same secured by this Mortgage immediately prior to such sale or acquisition.

- S. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Horrower 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 leasehold. 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 governing the condominium or planned unit development, the by-lave and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such civiler shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage. as if the rider were a part hereof.
- 6. Protection of Lender's Security. If Borower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affacts Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgage, entities domain, involvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borower, may make such appearances, disturse such sums and take such action as is necessary to protect Lender'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 thereon, shall become additional indebtedness of Borower secured by this Mortgage. Unless Borower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borower 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.

- Inspection. Lander may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lander shall give Borrower notice prior to any
 ection specifying reasonable cause therefor related to Lander'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 particle, or for corresponded in tiest 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 a sume secured by this Mortgage, with the excess, if any, paid to Borrower.

 If the property is abandoned by Borrower, or if, effer notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to set 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 accured by this Mortgage.
Unless Lander and Bortower 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 of such payment

- 9. Bureweer Not Released. Fairness of the one for the one of the one for the fairness of the Agreement of the Agreement of the Agreement of the fairness and floating the fairness and floating the fairness and floating the fairness and floating the fairness of the fairness and floating the f
- M. Forbserance by Lender Net a Wilder. Any forbserance by Lender is exercising any right or remedy under the Agreement or hereunder, or otherwise affinited by applicable lim, shall not be a waver of or practide the exercise of any such right or remedy. The procurement of insurance on the payment of taxes or other liene or charges by Lender shall not be a waver of Lender's right to accelerate the maturity of the indebtodness secured by this Mortgage.
- 1). Remotion Cumulative. All remotion provided in this Mortgage are distinct and cumulative to any other right or remody under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Antigus Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall frind, and the rights because to the respective successors and assigns of Lander and Sorrower, subject to the provisions of paragraph to hereof. All covenants and agreements of Sorrower 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 provisions 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 Mirrianger shall be given 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 harrin, and (b) any notice to Lander shall be given by certified mail, return receipt requested to Lander's address esteed herein or to such other address as Lander 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 Lander when given in the manner designated herein.
- 14. Governing Laws Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision is closes of this Mortgage or the Agreement which can be given effect without the conflicting provisions of the Mortgage or the Agreement which can be given effect without the conflicting provisions of the Mortgage and the Agreement are declared to be severable.
 - IS Berramer's Copy. Borrower shall be furnished a conformal copy of the Agreement and of this Mortgage at the time of esercisis or after reconsistion berref
- 16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, sucluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be unmediately due and payable
- by devise, descent or by operation or law upon the action or a joint grant, center may, in Lancer's option, declare all the sums secured by this mortgage to be directed to an installment loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligative or to be made at the option of the Lender, or otherwise, as are made within five (5) years from the date hereof, to the same extent as if such future advances are incide on the date of the execution of this Mortgage, although there may be religiously made at the own of succution of this Mortgage and although there may be not indebtedness secured hereby, including future advances, from the time of its filing for record on the record of the context of the context is office context in which the Propegy is located. The lotar amount of indebtedness secured hereby may increase or decrease from time to time, but the total unput before or indebtedness secured hereby may increase or decrease from time to time, but the total unput before or indebtedness secured hereby in some or decrease from time to time, but the total unput before or indebtedness secured hereby in any increase or decrease from time to time, but the total unput before or indebtedness secured hereby (including disbursements) as any one time cuistanding shall not exceed two hundred fifty per cent of the Maximum Credit, by a softens thereof and any delaturatense material such indebtedness being herein, feer referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have primity over all subsequent lices and encumbrances, including stantiory liens, excepting sole? In an and assessments levied on the Property, to the extent of the maximum amount secured hereby
- III. Conversion to Installment to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedasse incurred thereunder to an installment loan bearing interest at the rate is to the in the Agreement and psychic in monthly installments of principal and interest over a peri. To not less than one year and which shall, in any event be due and psychic on or before the rise. Materity Date. This Morrage is given to and shall secure such installment loan.
- Bt. Acceleration; Remedies. Upon Br. rovier's breach of any covenant or agreement of Borrower in this Mortgage or the Agreement, including the covenants to pay when due any sums secured by this Mortgage. Lender at Lender's commany declare all of the sums secured by this Mortgage to be immediately due and psychic without further demand, and/or may terminate the southbility of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be southed to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorneys' feet, and could of documentary evidence, abstracts and title reports
- 26. Assignment of Rents; Appelatment of Recultary Lander in Personnier. As additional security hereunder, Borrower hereby assigns to Lender the rests of the Property, provided that Borrower shall, prior to acceleration under paragraph 10 hereof or abandomment of the Property, have the right to collect and resum such rosts as they become due and psychic Upon acceleration under paragraph 10 hereof or abandomy at of he Property, and at any time prior to the expiration of any period of redesiption following judicial sale, Lander, in person, by agent or by judicially appointed receiver, shall be entited to once upon, take presented of end manage the Property and to collect the rests of the Property including those past due. All rents collected by Lender or the receiver shall be applied to receiver in the costs of management of the Property and collection of rents, including, but not limited to receiver in feet, premiums on receiver's bonds and reasonable attorneys' feet, and the set the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rests actually received.
- 21. Release. Upon payment of all sums secured by this Mortgage and ser massion of the Agreement Lender shall release this Mortgage without charge to Borrower Lender shall pay all costs of recordation, if any.

IN WITNESS WHEREOK Borody be	a suscepted this Morrigage.	
Steve Alexander		Norrower Morrower
		-
		Вотоми
STATE OF ILLINOIS COUNTY OF COOK	38	Tis
Steve Alexander, A	Bachelor	, a Notary Public in and for and county and state, do hereby certify that , personally known to me to se the same person(s) whose name(s) going instrument appeared before me thir der in person and acknowledged that
and purposes therein set forth.	11th day of	1118 the and voluntary act, for the uses
	"OFFICIAL SEAL" KAY JOHNSON Notary Public Cock County, 46m My Commission Expires May 30, 199	ols.
This instrument prepared by:	*************************************	*******
lames Devenney -	Consumer Loan Officer	
Lincoln National	Bank	
3959 N. Lincoln	Avenue - Chicago, Il. 6061	3

Boy 162

89499252

UNOFFICIAL COPY

PARCEL 1:

THAT PART OF THE FOLLOWING TWO PARCELS OF LAND TAKEN AS A SINGLE TRACT, TO WIT: LOTS 28, 29, 30, 31, 40, 41, and 42 in the subdivision of the EAST 4 OF LOTS 2 AND 3 AND (EXCEPT THE SOUTH 82 FEET OF THE EAST 100 FEET) OF LOT 4 IN BLOCK 1, IN SHEFFIELD"S ADDITION TO CHICAGO, IN THI WEST 4 OF THE SOUTH WEST 4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOTS 5 TO 20, BOTH INCLUSIVE, (EXCEPT THE PART OF SAID LOTS 5 TO 20, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 88.43 FEET TO A CORNER OF SAID LOT 5; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 14.10 FEET TO THE EAST LINE OF SAID LOT 5; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 5 TO 20; TO THE NORTH EAST CORNER OF SAID LOT 20 THENCE WEST ALONG THE NORTH LIFE OF SAID LOT 20 TO A LINE 1 FOOT WEST OF AND PARALLEL WITH THE SAID EAST LINE OF LOT20; THENCE SOUTH ALONG A LINE 1 FOOT WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 5 TO 20, TO A LINE I FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY LINE OF LOT 5: THENCE SCUTHWESTERLY ALONG SAID LINE 1 FOOT NORTHWESTERLY OF AND PARALLEL WITH THE SAID SOUTHEASTERLY LIN. OF LOT 5 TO A LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5; THENCE WEST ALONG SAID LINE 1 FOOT NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 5 TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE OF LOT 5 TO THE POINT OF BEGINNING) IN THE SUBDIVISION OF LOT 6 AND THE EAST 23 FEET OF LOT 7 IN BLOCK 1 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE WEST 13 OF THE SOUTH WEST 14 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF CHE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 0.82 FEET SOUTH AND 41.82 FEET EAST OF THE NORTH WEST CORNER OF SAID DESCRIBED TRACT OF LAND, AS MEASURED ALONG THE WEST LINE OF SAID TRACT AND ALONG A LINE AT RIGHT ANGLES THERETO (SAID WEST LINE HAVING AN ASSUMED BEAKING OF DUE NORTH FOR THIS LEGAL DESCRIPTION): THENCE NORTH 90 DEGREES EAST, 41.98 FEET: THENCE OUF SOUTH, 17.02 FEET; THENCE SOUTH 90 DEGREES WEST, 15.54 FEET; THENCE DUE NORTH, 17.36 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS PARCEL 2

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN DECLARATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 14, 1977 AND KNOWN AS TRUST NUMBER 40382, DATED JANUARY 1, 1978 AND RECORDED JANUARY 26, 1978 AND FILED JANUARY 26, 1978 AS DOCUMENT NUMBER 24301534 AS DOCUMENT LR2996071 AND AS CREATED BY DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST NUMBER 40382 TO JERRY D. GUEST AND JACQUELYN J. GUEST, HIS WIFE, DATED JANUARY 1, 1978 AS DOCUMENT 24331644 AND RECORDED FEBRUARY 17, 1978 FOR INGRESS AND EGRESS, PARKING AND YARDS IN LIMITED COMMON AREAS, IN COOK COUNTY, ILLINOIS