

Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a

Further, Mortgagor covenants and agrees as follows:

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Permanent Index No. 07-35-112-004-0000 and which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, apartments, gas, oil, minerals, assessments located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and window, floor coverings, awnings, stairs and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

1521 Greenbriar Lane, Roselle, Illinois 60193

12-13-143 D.M.H.E.F.1

89500653

89500653

Permanent Index Number: 07-35-112-004-0000
Meridian, in Cook County, Illinois
1/4 of Section 35, Township 41 North, Range 10 East of the Third Principal Meridian, a Subdivision in the North West

Mortgagor has executed a Home Line Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 90,000.00 (the "Line of Credit"). Payments of accrued interest on the Note shall be due and payable monthly beginning October 11, 19 89, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to One (1.0) percent per annum in excess of the Variable Rate Index (defined below). Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to Three (3.0) percent per annum in excess of the Variable Rate Index. Mortgagee has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 18.50%.

WITNESSETH:

ARLENE J. STRAND, his wife
September 1, 19 89, and is between CARL B. STRAND and

HOME LINE CREDIT MORTGAGE
Variable Rate - WSJ Prime
5 Yr. Maturity - Interest Monthly

1A 00

THIS IS A 2ND MORTGAGE

89500653

HARRIS BANK ROSELLE
106 E. IRVING PARK ROAD
ROSELLE, ILLINOIS 60172

P.O. Box 7220
Roselle, Illinois 60172

This instrument was prepared by
Patrick J. Pipp
HARRIS BANK ROSELLE

Box 333

By: _____

By: _____

895500653

Dated _____ 19____
and known as Trust No. _____
AND NOT PERSONALLY

Arlene J. Strand
Arlene J. Strand
Carl B. Strand
Carl B. Strand

WITNESS the hand and seal of Mortgagor the day and year set forth above.

17. This Mortgage and all provisions hereof, shall be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgages" includes the successors and assigns of Mortgagor.

20. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because of or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

19. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

18. Mortgagor agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor renders payment in full of all liabilities secured by this Mortgage.

17. Mortgagor shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgages may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, superior to the lien hereof or of any judgment, mortgage, or any tax, special assessment or other lien or encumbrance which may be or become sale and deficiency.

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness for the purpose of the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidder at any foreclosure sale. All of the foregoing items, which may be expended either prior to or after the foreclosure judgment, may be estimated by Mortgagor. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagor shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagor or on behalf of Mortgagor in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

UNOFFICIAL COPY

89500653

Property of Cook County Clerk's Office

My Commission Expires: _____
Notary Public

Given under my hand and notarial seal, this _____ day of _____, 19____
I, _____, a Notary Public in and for said County and State
do hereby certify that _____ and _____
of _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing
instrument as such _____ and _____
lively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary
acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and said
_____ did sign, then and there acknowledged that _____ as custodian of
the corporate seal of said corporation affixed the said corporate seal to said instrument as _____ own free and
voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF _____)
SS _____)

My Commission Expires: _____
Notary Public

Given under my hand and official seal, this 1st day of September, 19 89
I, _____, a Notary Public in and for said County and State,
do hereby certify that Carl B. Strand and Arlene J. Strand, his wife
personally known to me to be the same person(s) whose name(s) are _____ subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that _____ the _____ signed and delivered the said instrument as _____ their
free and voluntary act, for the
uses and purposes herein set forth.

STATE OF ILLINOIS)
COUNTY OF _____)
SS _____)