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This Mortgage was prepared by and after recording should be mailed to:

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LEMONT NATIONAL BANK  
310 MAIN STREET  
LEMONT, ILLINOIS 60439

Box 15

THIS MORTGAGE ("Mortgage") is given this October 12, 1989 day of October 12, 1989. The mortgagors are Ramon H. Cook, Jr. and Linda L. Cook, as joint tenants, and husband & wife (collectively, the "Borrower").

This Mortgage is given to LEMONT NATIONAL BANK, A National Banking Association whose address is 310 Main Street, Lemont, IL 60439 ("Lender"). The Borrower owes the Lender the maximum principal sum of Fifty Thousand and no/100 Dollars (\$ 50,000.00), or the aggregate unpaid amount of all loans made by the Lender pursuant to that certain Line of Credit Agreement ("Agreement") and Adjustable Rate Note ("Note") between the Borrower and the Lender of even date herewith, the terms of which are incorporated herein by reference.

The Agreement established a revolving Line of Credit pursuant to Section 5c of the Illinois Banking Act, Ill. Rev. Stat. Ch. 17, Sec. 312.2. The Note provides for monthly interest payments, with the full debt, if not paid earlier, due and payable on demand after five years from the date of this Mortgage. Interest shall accrue on those amounts at the rate(s) set forth in the Note. The Agreement provides that loans may be made from time to time (but in no event later than five (5) years from the date hereof) not to exceed the maximum credit limit assigned to Borrower by Lender from time to time. All future loans, whether obligatory or optional, shall be secured to the same extent and with the same priority as if made on the date hereof.

This Mortgage secures (i) the repayment of the debt evidenced by the Note with interest, and all renewals, extensions and modifications, (ii) the payment of all other sums, together with interest, advanced under paragraph 5 hereof to protect the security of this Mortgage, (iii) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement and Note, and (iv) all costs and expenses of Lender, including without limitation attorneys' fees in enforcing its rights under the Agreement, the Note, or this Mortgage, including any action or efforts pursued by the Lender in a bankruptcy proceeding.

For this purpose, the Borrower does hereby mortgage, grant, and convey to the Lender the following described property located in Cook County, Illinois:

Lot 29 in Rose Hill Subdivision of that part of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 37 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS  
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which has the address of 1017 Cherokee Place, Lemont, Illinois 60439

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

THE BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and is unencumbered, except for encumbrances of record. The Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. The Property is subject to the following prior mortgages:

Name of Mortgagee	Date of Mortgage	Document Number
<u>Olympic Savings &amp; Loan Assoc.</u>	<u>March 22, 1976</u>	<u>23,433,037</u>

COVENANTS. The Borrower and the Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** The Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and all other amounts owing under the Note.
- 2. Charges and Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 2. The Borrower shall make these payments directly and promptly furnish to Lender receipts evidencing the payments. The Borrower shall promptly discharge any lien which has priority over this unless the borrower (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (ii) consents in good faith to the lien, or defends against enforcement of the lien, by legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (iii) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a written notice identifying the lien. Borrower shall satisfy the lien or take appropriate action of the actions set forth above within ten (10) days of receiving any notice.
- 3. Insurance.** The Borrower shall keep the Property and the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in an amount equal to the Lender's appraised value of the Property and for the periods that Lender reasonably requires. The insurance carrier providing the insurance shall be chosen by the Borrower, subject to Lender's approval which approval shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender, shall include a standard mortgage clause, and shall name the Lender as loss payee. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of, and premiums and renewal notices. 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 Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. As determined by the Lender, Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30) day period will begin when notice is given. If the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.
- 4. Preservation and Maintenance of Property.** Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate, or commit waste.
- 5. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and costs and entering on the Property to make repairs. Although Lender may take action under this paragraph 5, Lender shall not be required to do so. Any amounts disbursed by Lender under paragraph 5 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate(s) set forth in the Note and shall be payable, with interest, upon notice from Lender to Borrower demanding payment.
- 6. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Mortgage immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.
- 8. Waiver.** 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 the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be waiver of or preclude the exercise of any right or remedy.

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- 9. **Successors and Assigns.** The covenants and agreements of this Mortgage shall bind and obligate the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement, (i) is co-signing this Mortgage under the terms of this Mortgage, (ii) is not personally obligated to pay the sums secured by this Mortgage, and (iii) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.
- 10. **Loan Charges.** If the interest or other loan charges collected or to be collected in connection with the loans made under the Agreement or the Note exceed permitted limits as finally interpreted by a court of competent jurisdiction, any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.
- 11. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement, the Note, or this Mortgage unenforceable according to its terms, Lender, at its option, upon ninety (90) days prior notice to Borrower may require immediate payment in full of all sums secured by this Mortgage and may include any remedies permitted by paragraph 16 hereof.
- 12. **Notices.** Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by registered or certified mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by written notice to Lender. Any notice to Lender shall be given by registered or certified mail to the attention of the Consumer Loan Department at the Lender's address stated herein, or any other address Lender designates by written notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. **Governing Law.** This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage. To this end the provisions of this Mortgage are declared to be severable.
- 14. **Due on Sale.** If all or any part of the Property or any interest in it is sold, conveyed, transferred or leased without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Borrower fails to immediately pay these sums, Lender may invoke any remedies permitted by this mortgage without further notice or demand on Borrower.
- 15. **Prior Mortgage(s).** Borrower agrees to fully comply with all provisions of any prior mortgage(s) and shall not be in default of any provision of any prior mortgage(s).
- 16. **Acceleration and Remedies.** The occurrence of any one or more of the following events of default, at the sole option of the Lender, will result in all sums secured by this Mortgage becoming immediately due and owing and the possible forced sale of the Property: (1) any failure to pay any amount owing under the Note when due; (2) any default under or breach or nonperformance of an obligation under the Agreement, the Note, or this Mortgage; (3) any default with respect to any prior mortgage(s) on the Property; (4) the Lender reasonably determines that the prospect of Borrower's payment of the loans or other amounts owing under the Note or performance under the Agreement or this Mortgage is impaired; (5) any act or event occurs by reason of which the Lender reasonably deems itself insecure; (6) any application or statement furnished by Borrower shall be found to be materially false; (7) a decline in the market value of the Property, in the Lender's sole opinion; (8) Borrower's death or insolvency (howsoever expressed or indicated); (9) the filing of a petition in bankruptcy or for the adjustment of debts, of, by, or against Borrower; (10) the sale, conveyance, lease, or transfer of all or any part of the Property or any interest in it without the Lender's prior written consent; or (11) the enactment or expiration of any applicable law which renders any provision of the Agreement, the Note, or this Mortgage unenforceable according to its terms.
- 17. **Lender in Possession.** Upon acceleration under paragraph 16 hereof or abandonment of the Property and at any time prior to the expiration of any period of redemption, 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 rents of the Property including those past due. Any 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 costs, and then to the sums secured by this Mortgage.
- 18. **Release.** Upon payment of all sums secured by this Mortgage and, if applicable, Borrower's notice to Lender that it waives its rights to request reimbursement of such sums pursuant to a revolving line of credit arrangement, if any, Lender shall release this Mortgage without charge to Borrower.
- 19. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.
- 20. **Riders to this Mortgage.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with this Mortgage.

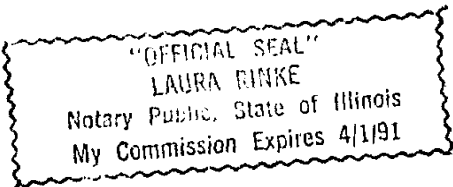
Ramon H. Cook, Jr. Borrower  
Linda L. Cook Borrower

CLERK'S OFFICE OF COOK COUNTY

89511104

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

The undersigned, a Notary Public in and for the said county and state, does hereby certify that Ramon H. Cook, Jr. and Linda L. Cook are his wife personally known to me to be the same person(s) whose name(s) they subscribed to the foregoing Mortgage, appeared before me this day in person, and acknowledged their signed and delivered this Mortgage as their free and voluntary act.  
Given under my hand and official seal this 12 day of October, 19 89.



Laura Rinke  
Notary Public  
My Commission Expires:

This writing evidences a Line of Credit Agreement entered into by and between LEMONT NATIONAL BANK, A National Banking Association ("Lender"), having its principal place of business at 310 Main Street, Lemont, IL 60439 and the undersigned ("Borrower").

For and in consideration of the promises hereinafter set forth and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed as follows:

I. LINE OF CREDIT AGREEMENT

Lender shall make available to Borrower, on the terms, conditions and provisions hereinafter set forth, a line of credit of \$ 50,000.00 in aggregate principal amount at any one time outstanding, which may be repaid and used again during the period from the date hereof up to and including the 12th day of October 1994.

Borrower agrees to pay to Lender an annual service charge of \$25.00 for each year after the first year of this Agreement until the Line of Credit is terminated. Advances made against a line of credit may be made by the payment by the Lender of special checks drawn by any of the Borrowers, which special checks shall be purchased by the Borrower. The minimum amount of any such check shall be \$500.00. Payment by the Lender of any such checks shall constitute a loan to the Borrower, jointly and severally, of the amount of said check. No check will be accepted as a charge against the check credit account established hereunder except the checks specifically purchased for that purpose.

The Borrower will be advised of the credit limit. The Borrower promises not to allow his outstanding balance to exceed the credit limit. However, if the Borrower exceeds his credit limit, the Lender can still charge him for all loans and advances and if the Lender does so, the Borrower promises to pay for all such purchases and advances as well as any FINANCE CHARGE that may be due. It is expressly understood and agreed that the Lender shall not at any time be obligated to honor or pay any checks drawn on the Borrower's checking account which, if honored, would increase the outstanding borrowings of the Borrower above the then approved maximum line of credit, including service charges and payments thereon due and payable.

II. TERMINATION PROVISIONS

Lender shall not be obligated to honor any checks drawn in accordance with the foregoing Section I, or otherwise extend additional credit under this Agreement, upon the occurrence of the earliest of any of the following:

- (A) The occurrence of an uncured event of default as defined hereinafter.
- (B) Ten calendar days written notice given by Lender stating that upon the Lender's re-examination of the Borrower's credit qualifications or the collateral security given by Borrower it has determined that all or any portion of the credit hereby granted should be rescinded.
- (C) The failure by Borrower to furnish the ordinary and necessary accounting records and documents to Lender to verify the sound financial condition of the Borrower.
- (D) The receipt of a written request from Borrower to terminate the extension of additional credit. Such written request shall be signed by at least one of the Borrowers herein. The availability of additional credit shall terminate effective the beginning of the first business day following the date such written request is actually received by Lender.

III. FINANCE CHARGES

A FINANCE CHARGE will be imposed on a daily basis on the "closing principal balance" of Borrowers' outstanding loans hereunder at an ANNUAL PERCENTAGE RATE (APR) equal to the Index Rate plus one half (.50)% percentage points. The maximum ANNUAL PERCENTAGE RATE will not exceed 17.90%. The minimum ANNUAL PERCENTAGE RATE will not be less than 9.50%. The Index Rate shall be the prime interest rate as announced and published from time to time in the "Money Rates" section of The Wall Street Journal in effect on the last day of each month. Changes in the APR, as aforesaid, shall take effect prospectively on the 5th day of the month following any change in the Index Rate. The "closing principal balance" of outstanding loans is determined on a daily basis by taking the beginning principal balance of Borrower's outstanding loans (excluding previous unpaid FINANCE CHARGES, including new principal advances on the date of posting to Borrowers' account and deducting applicable payments and credits on the date of crediting to Borrower's account).

IV. STATEMENT

Lender shall transmit to Borrower a monthly statement of the amounts advanced during that month, FINANCE CHARGES on all outstanding advances and other transactions hereunder, which will be conclusively deemed correct unless Borrower shall notify Lender of any forgery or alteration on checks or other similar matters for which notice is required from Borrower under the Illinois Uniform Commercial Code or of any alleged billing errors within sixty days from date of receipt.

V. PAYMENT

(A) Borrower shall pay to Lender on the 11th day of each month the Required Payment set forth on the monthly statement, which shall be the full amount of FINANCE CHARGES described in Section III hereof.

(B) Notwithstanding any other provision hereof and any advances not previously paid and all unpaid FINANCE CHARGES thereon and any other amounts which may be due to Lender under the Mortgage executed in connection herewith shall be due and payable on the fifth anniversary hereof and this Agreement shall terminate.

(C) Any amounts advanced hereunder unless paid within 15 days after becoming due shall bear interest after maturity at the rate of six percent per annum above the Index Rate to cover the additional expense incident to the handling and processing of late due payments.

(D) All payments of principal or interest shall be made in or at any of the Lender's offices prior to 1:00 P.M., Chicago time or such later time as may be posted by individual tellers on the date due; all funds received after that time shall be deemed to have been received on the next following business date.

(E) The Borrower shall have the privilege of prepaying any and all borrowings and accounts without penalty in whole or in part at any time, such prepayment to be made by the payment of the principal amount to be prepaid and accrued interest thereon to the date of prepayment. Any amount fully or partially prepaid may, subject to the terms and conditions hereof, be borrowed, repaid, and borrowed again. Borrower may terminate his right to receive additional extensions of credit at any time by notifying Lender in writing pursuant to paragraph D of Section II hereof. Such termination by Borrower shall not affect his obligation to pay Lender all amounts then as provided herein.

VI. APPLICATIONS OF PAYMENTS

Payments received by Lender shall be applied in the following order: (a) FINANCE CHARGES in their earliest chronological order of accrual and, thence, (b) to the earliest advances outstanding and not previously repaid.

VII. SECURITY/COLLATERAL

To evidence the promise by Borrowers to repay any amounts advanced under the line of credit hereby granted, Borrower has, this date executed and delivered or caused to be executed and delivered to Lender their Note for the full amount of the Line of Credit hereby granted and their Mortgage on their Land Trustee's Mortgage on certain real estate. The Mortgage on said real estate secures the payment and performance of each and every obligation and liability of Borrower to Lender, due or to become due, whether now existing or hereafter arising pursuant to this Line of Credit Agreement or any documents executed in connection herewith. Borrower hereby agrees that Lender or its agents may inspect the real estate encumbered by the Mortgage and any improvements thereon at any reasonable time and access thereon shall be permitted for that purpose. If upon such inspection, Lender in its sole discretion deems that the property because of depreciation in value or change in conditions is no longer satisfactory or adequate security for the line of credit granted to Borrower pursuant hereto, then Lender may terminate its obligation to advance any further funds pursuant to the line of credit or may decrease the maximum amount of line of credit pursuant to the terms set forth herein in Section II B.

Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording if any.

VIII. DEFAULT/EVENT OF DEFAULT

An event of default hereunder shall be: (a) the failure to pay in a timely manner any sums due under this line of credit; (b) the sale or transfer by Borrower of any interest in the real estate which is prohibited by the Mortgage; (c) Borrower or Borrower's land trustee's breach of any covenant or agreement in the Mortgage, Note, or this Line of Credit Agreement and the making of notice to Borrower specifying (1) the breach, (2) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured, and (3) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the amounts advanced hereunder and to be secured by judicial proceeding and sale of property.

IX. REMEDIES

Upon the occurrence of an event of default as specified in the foregoing Section VIII, Lender, at its option may do any and all of the following: (a) refuse to pay any outstanding checks or otherwise extend additional credit or advance any additional funds to Borrower under this Agreement; (b) exercise any and all rights which have or have been granted to it under the Note, this Line of Credit Agreement or Mortgage (including but not limited to an acceleration of the total amount due and owing and/or foreclosure of the Mortgage); and (c) exercise any and all other rights which may be granted to it as a matter of law. Borrower agrees to pay the Lender or any successor to its interest herein all expenses incurred or to be incurred, including reasonable attorneys' fees and costs, in connection with the enforcement of any of the terms hereof and with respect to any collateral security, including those incurred in any bankruptcy, assignment, or reorganization proceeding involving the Borrower. Any and all indebtedness owing by the Lender to the Borrower may at any time without notice be paid and applied on any indebtedness or liability of the Borrower to the Lender whether or not then due.

X. GENERAL PROVISIONS

(A) The rights and remedies herein expressly specified are cumulative and not exclusive of any additional rights or remedies which the Lender may or would otherwise have.

(B) No delay on the part of the Lender in exercising any power or right granted hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any power, nor shall Lender be liable for exercising or failing to exercise any such right or power.

(C) No action or inaction shall constitute or be construed as a waiver or forbearance unless made in writing duly executed by the party against whom such waiver, laches or forbearance is asserted and no waiver, laches or forbearance in any one instance shall be construed as applying to any other instance unless specifically stated in such writing or another writing duly executed by such party.

(D) This writing, together with the Note and Mortgage described herein and any other documents executed in connection herewith, constitutes the entire Agreement between Lender and Borrowers and no party shall be bound by any communications between them on the subject matter hereof unless such communications are in writing and bear a date contemporaneous with or subsequent to the date hereof and specifically states that (a) it amends, modifies or varies this writing, the Note or Mortgage herein referred to and the terms, conditions and provisions hereof or thereof, and (b) the Lender's officer executing such writing is authorized to so amend, modify, or vary the writings. No oral or prior written statements or representations of any officer, employee or agent of the Lender not contained herein or in the Note and Mortgage herein referred to shall be binding upon Lender.

(E) This Agreement shall be binding upon and sure to the benefit of Lender and his successors and assigns, and shall be binding upon the Borrower and his successors and assigns. It is expressly agreed that Borrower may not assign any of his rights under this Agreement. The Lender's commitment to make loans hereunder to the extent of the maximum credit will run to the Borrower exclusively and the Borrower's rights hereunder are personal and not assignable.

(F) Any notice, demand or other communication given pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Borrower:  
To the address appearing on  
Borrower's loan application  
**LEMONT NATIONAL BANK**  
310 MAIN STREET  
LEMONT, ILLINOIS 60439

If to Lender:  
**LEMONT NATIONAL BANK**  
310 MAIN STREET  
LEMONT, ILLINOIS 60439

or at such other address within the United States or to the attention of such other office as either party shall have designated in writing to the other. Any such notice, demand or other such communication shall be deemed given to the Lender or Borrower or to any other officer who shall have been designated by the addressee by notice in writing to the other party two (2) days after the date of deposit of said notice in the mail. Borrower agrees to notify the Lender of any address change in writing before the address change becomes effective.

(G) This Line of Credit Agreement is executed and delivered in the State of Illinois. Venue shall be in the Circuit Court of Cook County, Illinois.

(H) Any default by Borrower in the performance or observance of any covenant or condition hereof shall be deemed a default or event of default under each of the Loan Documents, entitling Lender to exercise any or all remedies available to Lender under the terms of any or all Loan Documents, and any default or event of default under any Loan Document shall be deemed a default hereunder, entitling Lender to exercise any and all remedies provided for herein.

(I) In the event any court, administrative agency or other government or entity with jurisdiction and authority to interpret this Agreement or any performance thereof determines that any terms are invalid or unenforceable, such term or terms shall be construed in such a way as to accomplish the apparent purpose of such term or terms to the extent possible and at the same time to be valid and enforceable; the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of the remaining terms, provisions and conditions hereof.

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- (J) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and shall be enforceable only by the written consent of the Lender.
- (K) Time is of the essence of this Agreement.
- (L) Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. Any liability hereunder shall be joint and several.
- (M) The special checks for draws may be signed by any of the Borrowers herein individually, if there are more than one.
- (N) This Agreement may be terminated as to future loans by either the Lender or the Borrower (unless termination by the Lender is prohibited by Federal or Illinois Statute or Regulation) and the Lender shall not be required to make further advances, honor any checks, or pay drafts, presented after the receipt by the Lender of a request to terminate pursuant to paragraph O of Section II hereof or after the Lender has terminated the Borrower's rights to make future loans under this Agreement for any reason. In any case the Borrower's obligation to pay all sums owing hereunder shall remain in effect.

The Lender can refuse to allow further transactions at any time. The Borrower can terminate the extension of additional credit by giving a written request, signed by at least one of the Borrowers herein, to the Lender at LEMONT NATIONAL BANK, Consumer Loan Department, 310 Main Street, Lemont, Illinois 60439, in any event, Borrower's liability to the Lender for credit the Lender has extended will not be affected.

In witness whereof Borrower and Lender have hereunto set their hands and seals this 12th day of October 19 89

[Signature]  
Borrower

1017 Cherokee Place  
Address  
Lemont, IL 60439

[Signature]  
Borrower

Address

Borrower

Address

Borrower

Address

LEMONT NATIONAL BANK  
[Signature]  
BY [Signature]  
its authorized agent

Property of Cook County Clerk's Office

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