THIS INDENTURE. made the 21st day of October ROBERT E. HORSTMAN AND ANN M. HORSTMAN, his wife LA GRANGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, whose address is One North LaGrange Road, LaGrange, Illinois (herein "Lender"). (s 30,000.00) Dollars to evidence the maximum loan under the Line of Credit Agreement which shall bear interest on the unpaid principal balance from time to time at a per annum rate as hereinatter described. The Note evidences a revolving credit and the lien of the Mortgage secures payment of any existing indebtedness and tuture advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Mortgage or whether there is any outstanding indebtedness at the time of any future advances. Payments of all accrued interest on the time or not any advance on the payments of all accrued interest on the time or not any advance or the same extent as it is not applied to the same e 30,000.00 balance of the Note, at. 1.000% per cent above the index rate as hereafter defined, shall commence on the 15th day of December 1989 and continue on the 15th day of each month thereafter with a final payment of all principal and accrued interest due on November 30th 16 99.

The "Index Rate" of interest is a variable rate of interest and is defined in the Note as the rate of interest to be determined on the first business day of each month during the term hereof. To secure the payment of the principal balance of and all interest due on the Note and performance of the agreements, terms and conditions of the Line of Credit Agreement, and for other good and valuable consideration, the Borrower does hereby grant, remise, mortgage, warrant and convey to the Lender, its successors and assigns the following Cook and State of Illinois, to wit: described real estate of the County of.....

Lot 24 in Block 4 in H. O. Stone and Company's Brainard Park, a subdivision of the West half of the West half of the North West quarter and the West half of the North West quarter of the South West quarter of Section 9, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded September 3, 1925 as Document 920247 4 all in Cook County, Illinois.

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18-09-109-001-0000

TAX IDENTIFICATION NUMBER:

601 S. Stone Avenue La Grange

60525 Ullnois

Borrower covenants that Borrower is lawfully seized of the estate hereby for reged and has the right to mortgage, grant and convey the Premises, and that the Premises are unencumbered, except for encumbrances of records. Borrower covenants that bor ower warrants and will defend generally the title to the Premises against all claims and demands, subject to encumbrances of record.

- 1. The Borrower agrees to: (1) promptly repair, restore or rebuild any buildings or in provuments now or hereafter on the Premises which may become duraged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from medically or other flors or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises st perior to the lien hereof; (4) comply with all requirements of two or municipal ordinances with respect to the Premises and the use thereof; (5) refrain from making material atheration. In all Premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, son ar service charges, and other charges against the Premises when due, and upon written request, to turnish to Lender or to holders of the Note duplicate receipts therefor; (7) pay 1: fruit, nder protest in the manner provided by statute, any tax or assessment which Borrower may desire to contest; and (8) keep all buildings and improvements now or hereafter situal did Premises insured against loss or damage by fire, or other casualty under policies at either the full replacement cost in an amount sufficient to pay in full all indebtedness for used hereby and all prior tiens all in companies satisfactory to the holder of the Note, under insurance policies payable, in case of loss or damage, to a mortgage which has a prior lien, if any and then to Lender for the benefit of the holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy.
- 2. At the option of the holder of the Note and without further notice to Borrower, all unpaid indebtedness accur d by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (i) after the date on which any payment of princ pail or illerest le due and is unpaid or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Mortgage, in the Line of Credit Agreement, or in any other instrument which at any time evidences or secures the indebtedness secured hereby; or (iii) upon the death of any party to the Note, Like 1. Credit Agreement or this Mortgage, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surety or accommodation party; briall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a patition in bankruptcy or other, similar proceeding under any law for relief of debtors shall be lifed by or against any such party and if flied against the party shall not be released within sixty (60) days; or (v) if any interment, application or agreement made or furnished to LaGrange Federal now or from time to time by Borrower is talse or incorrect in a material respect.
- 3. The Lender or the holder of the Note may, but need not, make any payment or perform any act to be paid or performed by B nower and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it any, and purchase, discharge, compromise or settle any tax tien on the prior iten or title or claim thereof, or redeem from any tax sale or foreiture affecting the Premises or consent to any tax or assessment upon the failure of Borrower to do so. All monitys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys—leas, and apyclaer, moneys advanced by lender of the Note to protect the Premises and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and payble without make the performance of the Note, inaction of Lender or holder of the Note shall never be considered as a payble without make the provisions of this paragraph. It is horeby agreed that upon foreclosure, whether or not there is a deficiency tipon the sale of the Premises, the holder of the certificate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Lender of the holder of the Note hereby secured making any payment he obly authorized relating to taxes or into the validity of any tax, assessment, sale, forfeiture, tax lie or claim the received the content of the Note hereby secured making any payment are obly authorized relating to taxes or into the validity of any tax, assessment, sale, forfeiture, tax lie or claim the received the payment of belience that the payment are shall be accurately to claim the relation of the Note hereby and the payment and the processor of the Note hereby secured making any payment are only to the accurate years and the lien.
- or into the validity of any tax, assessment, sale, forfolture, tax lien or tille or claim(thereof).

 4. When the indebtedness hereby secured shall become due whether by acceleration or ortida/security has been a state of the Note or Londer shall have the right to foreclose the lien hereot, there shall be allowed and included as additional indebtedness in the degree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender or holder of the Note for reasonable attorneys fees, Lender's fees, appraiser's fees, outlays for documentary and expense which may be estimated as to floms to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to fille as Lender or the holder of the Note may deem to be reasonably necessary either and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Note rate per annum, when paid or incurred by Carder or holder of the Note in connection with (a) any proceeding, including probate and bankrupicy proceedings, to which any of them shall be a party, either as plaintiff, claimant to redefendant, by reason of this Morigage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such proceeding which might affect the Fremises or the security hereof, whether or not actually commenced.
- 5. The proceeds of any foreclosure sale of the Premises 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 such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof consistue secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpoid on the Note; fourth, any overplus to Borrower, its legal representatives or assigns, as their rights may appear.
- 6. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, it any, fiable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Lender hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits at such Premises during the pendency of such foreclosure sult and, in case of a sale and a deliciency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Borrower, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and adeliciency. case of a sale and delicioncy.
- 7. The Montgage is given to secure all of Borrower's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Borrower contemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein.
- 8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender or the Holder of the Note, subject to the terms of any mortgage, deed or trust or other security agreement with a lieu which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided

shill be hade without Lender's said the Holder's of the in this Mortgage for disposition or settlement of p

- 9. Extension of the time for payment, acceptance by entire of the Holder of the Note of payments of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein shall not operate to release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender or the Holder of the Rote shall not be deemed, by any act of ornission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender or Holder of the Note shall not be a waiver of Lender's right as otherwise provided in this Mortgage or accelerate the maturity of the liedshadorages secured by this Mortgage in the avent of Borrower's default under this Mortgage. of the indebtedness secured by this Mortgage in the event of Borrower's detault under this Mortgage.
- 10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower. All covenants and agreements of Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encumber that Borrower's interest in the Premises under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and Holder of the Note and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Premises.
- 11. Lender has no duty to examine the title, location, existence or condition of the Premises, nor shall Lender be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Lender, and it may require indemnities satisfactory to it before exercising any power herein given.
- 12. Lender shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Lender may execute and deliver a release hereof to and at the request of any person who shall, either belove or after maturity thereof, produce and exhibit to Lender the Note representing that all indebtedness hereby secured has been paid, which representation Lender may accept as true without inquiry.
 - 13. Lender or the holders of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose
- 14. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Mortgage. In addition, if the premises is sold under Articles of Agreement for Deed by the present title holder or any beneficiary of a title holding Trust, all sums due and owing hereunder shall become immediately due and payable.

executes this Mongage as Trustee as aloresaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is express	effective the same as though
Trustee and the Holder of the hore herein and by every person now or herealter claiming any right or security hereunder that nothing	styunderstoodandagreedbying contained herein or in
the Note secured by this Mortgage of all he construed as creating any liability on	conveyed by enforcement of
IN WITNESS WHEREOF, Borrower(s) had/have ex iculed this Mortgage.	
X Colunt E. Horstman X Man M. Horstman Borrower Robert E. Horstman Notice Ann M. Horstman	
Borrower Or personally trut as Trustice ploreshid	
ATTEST:By:	
)Is	
STATE OF ILLINOIS	
COUNTY OF COOK Ss:	
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that	*
ROBERT E. HORSTMAN AND ANN M. HORSTMAN, his wife	hhar
personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me!" of day in person, and acknowledged, sealed and delivered the said instrument as their lines and voluntary act, for the uses and purposes therein set forth, including the religion of homestead. GIVEN under my hand and official seal, this day of day of 19	
GIVEN under my hand and official seal, this day of 19	œ e
"OFFICIAL SEAL" Notary Public	W. C.
Ruth Haymen hy Commission Expires:	
Notary Public, State of Illimois) X
My Commission Expires May 2, 1993	. 19
	~2
)	
STATE OF Ss.	
and for said County, in the State atorosaid, DO HEREBY CERTIFY THAT	
ersonally known to me to be the President of	
ersonally known to me to be the	cretary of said corporation, and severally acknowledged be affixed thereto, pursuant n, for the uses and purposes
ersonally known to me to be the	cretary of said corporation, and severally acknowledged be affixed thereto, pursuant n, for the uses and purposes

Mail to:

B+4333

Notary Public

This instrument was prepared by and please mail to:
H.M.Lipsey, Vice President LaGrange Federal Savings and Loan Association One N. LaGrange Road, LaGrange, II. 60525

FORM 32905 - Rev. 5/87 der from ILLIANA FINANCIAL INC (312) 598-9000