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6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse 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 Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon Lender's demand and shall bear interest 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.

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 therefore 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. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to the Borrower.

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condemnor has offered to make an award or settle a claim for damages, Borrower fails to respond 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 secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

9. **Borrower Not Released.** No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall operate to release, in any manner, the liability 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 by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Successors and Assigns Bound; Joint and Several Liability; Captions.** 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 16 hereof. All covenants and agreements of Borrower 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.

12. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 12.

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 Mortgage 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 herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, 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.

14. **Governing Law; Severability.** This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable laws, such conflict shall of the Mortgage and the Note are declared to be severable; provided that the Lender may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

15. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. **Transfer of the Property; Assumption.** To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in the Property in any trust holding title to the Property, is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 5 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and

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*IN THE EVENT THAT ANY PROVISION OR CLAUSE OF THIS MORTGAGE OR THE NOTE CONFLICTS WITH APPLICABLE LAWS, SUCH CONFLICT SHALL NOT AFFECT OTHER PROVISIONS OF THE MORTGAGE OR NOTE WHICH CAN BE GIVEN EFFECT WITHOUT CONFLICT WITH SUCH LAWS. THE LENDER MAY EXERCISE ITS TERMINATION OPTION IN PARAGRAPH 12 IN THE EVENT OF CHANGES IN LAW AFTER THE DATE OF THIS MORTGAGE.

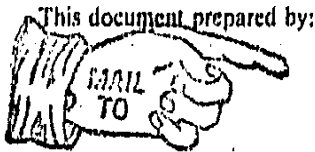
IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Borrower: LAWRENCE S SMITH
Borrower: SHARON L SMITH
Notary Public in and for the State of Illinois: NEPHIA R. BOESE
Official Seal: NEPHIA R. BOESE, Notary Public in and for the State of Illinois, Commission Expires 07/27/2013

19. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.
20. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation of the release, if any.
21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
22. Notwithstanding anything to the contrary in Section 18 of this Mortgage or in the Note, the Lender shall notify the Borrower at least 30 days prior to instituting any action (including repossession or foreclosure) except in the case of the Borrower's abandonment of the Property or other extreme circumstances.
23. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such (a) rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor or any Co-Maker, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

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WEST SUBURBAN BANK OF DARIEN
8001 S. CASS AVENUE
DARIEN, IL 60559
JANE F MACIEJEWSKI

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MORTGAGE

THIS IS A SECOND MORTGAGE

THIS HOME EQUITY LINE OF CREDIT is made this 30 day of OCTOBER, 19 89,
between the Mortgagor, LAWRENCE S. SMITH AND SHARON L. SMITH HIS WIFE (J) (herein, "Borrower"),
and the Mortgagee, WEST SUBURBAN BANK OF DARIEN, an Illinois bank-
ing corporation, with its main banking office at 8001 S. CASS AVE.,
DARIEN, IL 60559 (herein, "Lender").

WHEREAS, Borrower has entered into a Promissory Note and Line of Credit Agreement (the "Note") dated
OCTOBER 30, 19 89 pursuant to which Borrower may from time to time borrow from Lender
amounts not to exceed the aggregate outstanding principal balance of \$ **5,000.00 (the "Credit Limit"), plus Inter-
est thereon, which interest is payable at the rate and at the times provided for in the Note. All amounts borrowed under the Note plus
interest thereon are due and payable five years after the date of this Mortgage;

Now, THEREFORE to secure to Lender the repayment of the Credit Limit, with interest thereon, pursuant to the Agreement,
the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, warrant, and
convey to Lender the property located in the County of DUPAGE, State of Illinois, which has the street address of _____
608 CZACKI, LEMONT, IL 60439

(herein "Property Address") legally described as:

LOT 25 IN JASNAGORA SUBDIVISION OF THE W 1/2 OF THE NE 1/4 OF THE NE 1/4 OF
SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS,

WEST 01 RECORDING 111.00
745555 TRAN 8561 12/07/89 09:53:00
#6364 # E * - 89 - 583660
COOK COUNTY RECORDER

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