This Document was prepared by and after recording west Suburban Bank of Downers Cover into TFC PASL5 COPY 5 2800 S. Finley Rd. Downers grove, IL 60515 8959E026 **WEST SUBURBAN BANKING** HOME EQUITY LINE OF CREDIT MORTGAGE MORTGAGE (the "Mortgage") is made this 10th day of November . 19.89 ..., by the Mortgagor, , Deniel J. Flym & Bettyam Flym. His Wife (herein, "Borrower"), in favor of the Mortgagee or Mortagees, WEST SUBURBAN BANK, an Illinois Banking Corporation, with its main banking office at 711 South Westmore, Lombard, Illinois 60148, and/or WEST SUBUR-BAN BANK OF DOWNETS Grove/Loribard WHEREAS, Borrower has executed a Promissory Note (the "Note") and a Home Equity Line of Credit Agreement (the "Agreement") of even date herewith pursuant to which Borrower may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 40,000,00\*\* (the "Credit Limit"), plus interest 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 len years after the date of this Mortgage;

NOW, THEREFORE, to succrete Lenderthe repayment of the Credit Limit, with interest thereon, pursuant to the Note, the payment of all sums, with interest thereon, advances in accordancials, ewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained in the Agreement and in this Mortgage, Parrower does hereby mortgage, grant, and convey to Lender the property located in the County of ... State of Illinois, which has the street actives of 1546 Newberry LaGrance Park. II. and is legally described as: Lot 25 in Elm Terrace, a Subdivision of the East half of the Southeast Quarter (except the West 30 rods thereof) ast Coop Colling Clorks of Section 28, Township 39 North, Range 12. East of the Third Principal Meridian, in Cook County, Illinois. 8959602a \$13.00 DEPT-01 RECORDING T#5555 TRAN 9932 12/14/89 10:12:00 #8355 # E 4-89-596026 COOK COUNTY RECORDER Permanent Real Estate Index Number: 15-28-407-013 TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appulter units, every expectation of the property and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property cover adiny this Mortgage; and all of the foregoing, together with said property (or the teasehold estate if this Mortgage is on a leasehold are herein referred to as the Property'.

BORROWER COVENANTS the Borrower is lawfully selected the earth ereby conveyed and has the right to mortgage, greater, afconvey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the first roporty against all claims and demands, subject to any encumbrances of record COVENANTS. Borrower covenants and agrees as follows:

1. Payment of Principal and interest. Borrower shall promptly pay when due the principal of and interest on the Indebtedness incurred pursuant to the Note, together with any fees and charges provided in the Note and the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied by Lender lirst in payment of amounts recoverable by Lender under this Mortgage, then to interest, fees, charges, and principal pursuant to the terms of the Lender first in payment of amounts recoverable by Lender under this Mortgage, trien to interest, tees, charges, and principal pursuant to the remission may agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title Insurance policy insuring the Lender's interest in the Property (the "First Mortgage"), if any, Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Borrower shall not be required to discharge any such liens olong as Borrower shall, in a manner acceptable to Lender, agree in writing to the payment of the obligation secured by such lien or contest or defend enforcement of such lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien or forteliture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; pro-Included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld).

All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts for paid premiums. 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. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided au 🖼 Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided subtifue security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date the notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either the insurance and Borrower for 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 payments due under the Note and Agreement or change the amount of such payments. If under paragraph 16 hereof, the Property is acquired by Lender, all right little, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the acquilition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

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5. Preservation and Maint was called Popelly Learning of Conton rule may Planned Unit Diversion of any lease if this Morigage is on a leasehold. If this Morigage is on a unit was condomination or a planned unit development, corrows shall be formed to borrower's obligations under the declaration or coverants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development rider is executed by Borrower and recorded together with this Morigage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Morigage as if the rider were

a part revent.
6. Protection of Lender's Security. If Borrower falls 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 mortgages, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, may make such appearances, disbursa such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursament of reasonable attorned to be such action as is necessary to protect Lender's interest, including, but not limited to, disbursament of reasonable attorned to be such action to the Property to make repair.

appearances, dispurse such sume sing take such actions as is necessary to protect Levius a site read, including, but not included, visual settles in the register and entry upon the Property to make repairs.

Any amounts dispursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless aborrower and Lender agree to other terms of payment, such amounts shall be payable upon Lender's demand and shall bear interest from the date of disbursement at the highest rate of interest provided in the Note. 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 therefor 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 condemation, 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, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of 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

tion: (a) the total amount of the sums secured by this Mortgage 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 condemnor has offered to make an award or settle a claim for damages, Borrower falls 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, whether or not then due.

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 Note or Agreement or change the amount of such payments.

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

In Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 10. For bearance by Linder Not a Waiver. Any forbearance by Lender in exercising any right or remedy.

  11. Successors and Alsely has Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall blind, and the rights hereunder shall have to the rest. Alsely successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the period of the Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

  12. Notice. Except for any work is required under applicable law to be given by mailing such notice to Borrower at provided the provisions hereof.

  13. Notice. Except for any work is required under applicable law to be given in another manner, (a) any notice to Borrower successors and assigns of the Mortgage shall be given by mailing such notice 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 Borrower as provided herein, and (b) any notice to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender may designate by notice to Lender and the provisions of the manner of the successor of the Address of the Borrower at the Property and the provisions of the successor of the Mortgage shall be governed by the laws of illinois. In the event that any provision or clause of this Mortgage, the Note, or the Agreement conflicts with applicable law much conflict shall not affect the other provisions thereof which can be given effect without the conflicting provisions. To this end the provisions of the Note, the Agreement and the Property or an interest therein, including without limitation any beneficial interest 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, 15. Revolving Credit Loan. This Mortgage is plann o secure arevolving
- 18. Acceleration; Remedies. Upon the occurrence of an Event of period, in under the Note or the Agreement, which Events of Default are incorporated herein by this reference as though set torth in full herein, bender at Lender's opt on intry declare all the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the near send may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but ( of limited to, reasonable attorney's fees, and costs of documentary evidence, textrects and title reports. abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right xr -medy under this Mortgage, the Note, the Agreement, or afforded by

All remedies provided in this Mortgage are distinct and cumulative to any other right an amedy under this Mortgage, the Note, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

17. Assignment of Rents; Appaintment of Receiver; Lender in Possession. As ad #Ponal security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph in Sucreof or shandonment of the Property, tave the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph in 6 hereof or abandonment of the Property, Lender, in person, by agent, or by judicially appointed receiver, shall be entitled to entire upon, take possession of and manage the Property and collect the rents of the Property and collect in a vents including, but not limited to receiver's fees, promiums on receiver's bonds and reseonable attorney's fees, and then to the sums secured by this Mortgage. I ander and the receiver shall be liable to account only for those rents articular reveals researched. for those rents actually received.

18. Release. Upon payment in full of all amounts secured by this Morgage and termination of the Agreement. Lender shall release this Mortgage without charge to Borrower.

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19. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

20. 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 lawfulrate 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 or priority of this Mortgage, nor relea- hereby from personal liability, if assumed, for the indebtedness hereby sec	as the Mortgagor or any Co-Maker, surety or guar intor of the indebledness secured: cured.
IN WITNESS WHEREOF, Borrower has executed this Mortgage.	Between Flynn
Borrower Daniel J. Flyon	Borrower Bettyann Flynn
STATE OF ILLINOIS SS	
hisa M. Jander	, a Notary Public in and for said county and state, do hereby certify
subscribed to the foregoing instrument, appeared before me this day in pe	•
signed and delivered the said instrument as free and free and Given under my hand and official seal, this day of '	divoluntary act, for the uses and purposes therein set forth.
"OFFICIAL SEAL" Lisa M. Sanders	Jusa M. Sander Nojary Public, a
Notary Public, State of Illinois My Commission Expires 12/4/89	My Commission Expires: 12/04/07