

UNOFFICIAL COPY

89240599

Alice M. Jaje
1023 Crestview Drive
Lemont, IL 60439

This instrument was prepared by Romy Kacer
(Name) Heritage Bank of Lemont
(Address) 1200 State Street Lemont, IL 60439

HERITAGE BANK OF LEMONT
1200 STATE STREET
LEMONT, ILLINOIS 60439

MORTGAGOR
"I" includes each mortgagor above.

MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Alice M. Jaje, widowed and not since remarried
May 23, 1989, mortgage and warrant to you to secure the payment of the secured debt described below, on
May 23, 1989, the real estate described below and all rights, easements, appurtenances, rents, leases and existing
and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1023 Crestview Drive (Street) Lemont (City), Illinois 60439 (Zip Code)

LEGAL DESCRIPTION:

Lot 110 in Hillview Estates Unit No. III, being a subdivision of part of the East
1/2 of the East 1/2 of Section 29, Township 37 North, Range 11 East of the Third Principal
Meridian in Cook County, Illinois

DEPT-01
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48945 ; C * - 89 - 240599
COOK COUNTY RECORDER

PIN# 22-29-414-044

located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and
assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in
this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you
under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be
advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same
extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated May 23, 1989 with initial annual interest rate of 12.0%.
All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under
the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage
is executed.

The above obligation is due and payable on May 23, 1994 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of
*****Ninety one thousand dollars and no cents***** Dollars (\$ 91,000.00),
plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest
on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and
made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial Construction Heritage home equity line of credit

SIGNATURES:

Alice M. Jaje
Alice M. Jaje

-89-240599

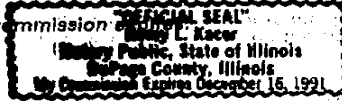
ACKNOWLEDGMENT: STATE OF ILLINOIS, DuPage County, Illinois, 23rd day of May, 1989

The foregoing instrument was acknowledged before me this _____ day of _____, 1989

by Alice M. Jaje (Name of Corporation or Partnership)

Corporate or Partnership Acknowledgment

My commission expires December 15, 1991



Romy L. Kacer
(Notary Public)

B Mail ILLINOIS

file # 85-10420

89240599

PROPERTY ADDRESS: LEGAL DESCRIPTION: LENDER: BORROWER: TRUSTEE: (mirrored text)

1. Payment: I agree to make payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or my beneficiary for my benefit will be applied to the secured debt (exclusive of interest or principal) second to interest and then to principal. If you receive any payments for my benefit for any reason, it will not reduce or extinguish any amount of principal or interest which is due to me or my beneficiary until the secured debt is paid in full.

2. Claims against this: I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend the title to the property against any parties which would impair the lien of the mortgage. I may require you to assign any rights, claims or damages which I may have against parties which supply labor or materials to improve or maintain the property. I will keep the property insured under a term insurance policy, and you will be named as the insured or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

3. Expenses: I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenant or condition of this mortgage or if I have any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to your attorney in the manner provided by law. 4. Property: I will keep the property in good condition and make all repairs reasonably necessary.

5. Lapse of mortgage: I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenant or condition of this mortgage or if I have any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to your attorney in the manner provided by law. 6. Defect and acceleration: If I fail to make any payment when due or break any covenant under this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

7. Assignment of rents and profits: I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default of this mortgage. You, your agent, or a court-appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payment of the secured debt as provided in Covenant 1. 8. Waiver of homestead: I hereby waive all right of homestead exemption in the property.

9. Authority of mortgagee: I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenant or condition of this mortgage or if I have any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to your attorney in the manner provided by law. 10. Authority of mortgagee: I agree to pay all your expenses, including reasonable attorney's fees, if I break any covenant or condition of this mortgage or if I have any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to your attorney in the manner provided by law.

11. Inspection: You may enter the property to inspect it if you give me notice beforehand. The notice must state the reasonable cause for your inspection. 12. Condemnation: I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement. 13. Waiver: By exercising any remedy available to you, you waive your right to later consider the events a default if it happens again. By not exercising any remedy, you do not waive your right to later consider the events a default if it happens again.

14. Joint and Several Liability: Co-signers: Successors and Assigns: I do so only as a party to the mortgage my interest in the property under the terms of the mortgage. I also agree that you and any party to the mortgage may extend, modify, or make any other change in the terms of the mortgage or the secured debt without my consent. Such a change will not release me from the terms of the mortgage. The duties and benefits of the mortgage shall bind and benefit the successors or assigns of either or both of us. 15. Notice: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of the mortgage, or to any other address which you have designated. Any notice shall be deemed to have been given to either of us when given in the manner stated above. 16. Transfer of the Property or a Beneficial Interest in the Mortgage: If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the above situations if it is prohibited by federal law as of the date of this mortgage. In the above situations if it is prohibited by federal law as of the date of this mortgage, you will discharge this mortgage without charge to record the mortgage. 17. Release: When I have paid the secured debt, you will discharge this mortgage without charge to record the mortgage.

COVENANTS

8th Circuit Court of Appeals, Illinois, Cook County, Illinois

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