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CHESTERFIELD FEDERAL SAVINGS AND BOAN ASSOCIATION

HOME EQUITY CREDIT LINE MORTGAGE

herein "Borrower") and the Mortgagee, Chesterfield Federal Savings and Loan Association of Chicago, a Corporation organized and existing under the laws of the United States of America whose address is 10801 South Western Avenue, Chicago Illinois 60643 (herein "Lender"). **MERERAS.** Borrower and Lender have entered into a Chesterfield Federal Savings and Loan Association Home Regin Credit Line Agreement (The "Agreement") dated **September 10th, 1990 pursuant to whis locrower may from time to time until **September 10th, 2000 berrow from Lender sums whis lattle not in the gargeagte outstanding principal balance exceed \$.20.000.00 be "Maximum Credit" phenerest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for the Agreement. After **September 10th, 2009 (the "Final Maturity Date") all sums outstanding under the greement. Getter with interest thereon, are due and payable. **O SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, advanced in accordance herewith to protect the security of this Morray and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower doesneby mortage, grain and convey to Lender the following described property located in the County of **E00K** tatted illinois: **O SECURE to Lender the South, 27 feet thereof) and all of Lot, 31 in Block 10 in H. J. Incitation of Section (1998) and the performance of the covenants and agreements of Borrower doesneby mortage, grain and convey to Lender the following described property located in the County of **E00K** tatted illinois: **O SECURE to Lender the South, 27 feet thereof) and all of Lot, 31 in Block 10 in H. J. Incitation of Section (24, Jownship) 37 North, Range 13, East of the Third Principal Meridian, ying East of Baltimore and O'chicago Terminal Company, in Cook County, 111 inois 1990 SEP 13 PM 1: 45	This Home Equity Credit Line Morbetween the Mortgagor, MARK	tgage is made this 10th day of September , 1990 J. MORRISSEY and ANNA M. MORRISSEY, his wife
September 10th, 19 90, pursuant to whis sorrower may from time to time until September 10th, 2000 borrow from Lender sums whis hall not in the aggregate outstanding principal balance exceed \$ 20,000.00 the "Maximum Credit" phincrest. Interest on the sums borrower during until to the Agreement is payable at the rate and, at the times provided for, he Agreement. After September 10th, 2000 (the "Final Maturity Date") all sums outstanding under the greement. together with interest thereon, are due and payable. **O SECURE 6 Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, advanced in accordance herewith to protect the security of this Morrage and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower doereby morrage, grain and convey to Lender the following described property located in the County of Cook tate of Winois: 10.t 30 (except the South, 27 feet thereof) and all of Lot, 31 in Block 10 in H. J. Inc. 31 (except the South, 27 feet thereof) and all of Lot, 31 in Block 10 in H. J. Inc. 31 in Block 10 in H. J. Inc. 32 in Block 10 in H. J. Inc. 33 in Block 10 in H. J. Inc. 34 in Block 10 in H. J. Inc. 35 in Block 10 in Block 10 in H. J. Inc. 35 in Block 10 in B	(herein "Borrower") and the Mortgag	gee, Chesterfield Federal Savings and Loan Association of Chicago, a Corporation organ
wayment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Morrage and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does creby morrage, grain and convey to Lender the following described property located in the County of COOK interest of Illinois: .ot 30 (except the South, 27 feet thereof) and all of Lot, 31 in Block 10 in H. J. Intellihinty's First Addition to Southtown, a Subdivision of part of the South half of Section 24. Township 37 North, Range 13, East of the Third Principal Meridian, ying East of Baltimore and Ohio Chicago Terminal Company, in Cook Coutny, Illinois COOK COUNTY, ILLINOIS FILED FOR RECOLO 1990 SEP 13 PM 1: 45 90446509 ERMANENT INDEX NUMBER: 24-24-413-035-0000	Credit Line Agreement (The "Agree Borrower may from time to time un shall not in the aggregate outstandin interest. Interest on the sums borrow the Agreement. After	cment'') dated <u>September 10th</u> , 1990, pursuant to which till <u>September 10th</u> , 2000 borrow from Lender sums which go principal balance exceed \$ 20,000.00 the "Maximum Credit" pluyed pursuant to the Agreement is payable at the rate and at the times provided for it is 10th, 2000 (the "Final Maturity Date") all sums outstanding under the
IncEllninny's First Addition to Southtown, a Subdivision of part of the South half of Section 24, Township 37 North, Range 13, East of the Third Principal Meridian, ying East of Baltimore and Obio Chicago Terminal Company, in Cook Coutny, Illinois COOK COUNTY, ILLIPUS FILED FOR RECOID 1990 SEP 13 PM 1: 45 90446509	payment of all other sums, with inter	est thereon, advanced in accordance herewith to protect the security of this Mortgages and agreements of Borrower contained herein and in the Agreement, Borrower does
1990 SEP 13 PM 1: 45 90446509 ERMANENT INDEX NUMBER: 24-24-413-035-0000	McElhinny's First Addition of Section 24. Township 3	n to Southtown, a Subdivision of part of the South half 7 North. Range 13. East of the Third Principal Meridian,
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	ERMANENT INDEX NUMBER:	24-24-413-035-0000
		11713 S. Maplewood Ave., Chicago, IL 60655

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 water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of coverage in any title insurance policy insuring Lender's interest in the property.

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Public in and for said county and state, do

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to the state state of the receiver shall be liable to account only for test to receiver's face, premiums on receiver's bonds and reasonable groot or abundanteen of the Property, and at any time prior to the expiration of the froperty and at any time prior to the expiration of the froperty including those was the property and to collect the remis of the Property including those was made be applied first to payment of the costs of management of the

may of the first of the state of the Borrower shall, prior to acceleration under paragraph and the state of t Chents; Appointment of Receivers; Lender in Possession. As additional security hereunder, Bor-

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- 9. Borrower not Released Extension of the time for payment or this Mortgage granted by leaden any successor is interest of Borrower shall not open the 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 any term of the Agreement or this Mortgage 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 or 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 rights to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. 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 paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 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 First Class 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 Lember shall be given by First Class Mail to Lender's address or to such other address as Lender may designate by notice to Borrowitz as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender on the earlier of: (1) the date hand delivery is actually made, or (2) the date notice is deposited into the U.S. Mail system by First Class Mail.
- 14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shell be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation bereof.
- 16. Transfer of the Property; Assum; tion. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lieu or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the devia of a joint tenant, 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 of rances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 10 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this I to mage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indeb estness secured hereby outstanding at the time any advance is made. The tien of this Mortgage shall be valid as to all indeb eriness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's offic of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time, but the total unpaid balance of indebtedness secured hereby (including dishursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments of inverse on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maxim" amount secured bereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured bereby.
- 18. Acceleration. (A) REMEDIES: Upon an event of Default or Borrower's breach of an i covenant or agreement of Borrower in this Mortgage or the Agreement, including the covenants to pay when due and sums and by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately our and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreck of a is Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, in tailing, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.
- (B) TERMINATION AND ACCELERATION UPON DEFAULT: This Agreement may be terminated by the Londer and require you to pay us the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in frautior material misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail to act in a way that adversely affects our security interest. Upon Default, the Lender at its option may refuse to make additional Loans and declare all amounts you owe to the Lender under this Agreement to be immediately due and payable. All outstanding Loans and accrued Finance Charges shall be immediately due and owing, and the Access shall be automatically terminated.

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Anythes hereafter. Borrower shall keep the improvements now existing or hereafter erected on the Property insured; the lates by the, hexards as Lender may require; provided, that Lender hash not require that the amount and for such periods as Lender may require; provided, that Lender shall not require that the amount the amount coverage may not require to pay the sums secured by this Mortgage and any other mortgage.

per insurance and a providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that manner.

All insurance policies, and a newals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause the form and the formation of the formation of loss, Borrower shall give prompt notice to the insurance carrier and the receipts of pi k, premisers. In the most of loss, Borrower shall give prompt notice to the insurance carrier and the formation of loss if not make promptly by Borrower.

Vides Lands and horrower off are are speed in writing, insurance proceeds shall be applied to restoration or repair of the frometry demagne, provided such teas to repair is economically feasible and the accurity of this Mortgage is not thereby improved and respect to the Mortgage would be impaired, the insurance proceeds shall be applied to a some security of if the security of this Mortgage, with the excess, if any, paid to Borrower. If the frometry is absorbed by included by Leader within 30 days from the date notice in member to be included by Leader to Borrower that the transmission or repair of the Property or to the sums included by Leader to Borrower that the transmission or repair of the Property or to the sums to collect and apply the leaterance proceeds at Land of Applies of the Property or to the sums to collect and apply the leaterance proceeds at Land of Applies of the restoration or repair of the Property or to the sums to collect and apply the leaterance proceeds at Land of Applies of the Property or to the sums

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