## UNOFFICIAL COP Y90467641

## TO SECURE REVOLVING LINE OF CREDIT

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Ŋ	THIS INDENTURE, made the 21st day	, o September	19 <b>90</b> - Fetween	
4	WINFIELD H. LEW	IS AND NANCY D. LEWIS. h	is wife	
γ	LA GRANGE FEDEPAL SAVINGS AND LOAN ASSOCIA			
J'A	LA GRANGE FEDERAL SAVINGS AND LOAN ASSOCIA Road, LaGrange Illinois (herein "Lender")	ITION, a corporation organized and existing t	inder the laws of the United States, whose address	s is One North LaGrange
	Concurrently herewith Borrower has executed a Line	of Credit Agreement to open a line of credit	with LaGrange Federal and has executed a Promis	ssory Note made payable
N 10 L	to LaGrange Federal in the principal amount of	Fifteen Thousa	nd and	NO /100
o to to adv as o bala	to time at a per annum rate as hereinafter described. The advances made pursuant to the Note to the same extent as of the date of this Mortgage or whether there is any out:	Note evidences a revolving credit and the li- as if such future advances were made on the standing indebtedness at the time of any future ove the index rate as hereafter defined, shall	e date hereof and regardless of whether or not any e advances. Payments of all accrued interest on the t it commence on the	indebtedness and future advance has been made then outstanding principal terms of 19.00
The	The "Index Rate" of interest is a variable rate of interest ar	nd is defined in the Note as the rate of interest to	o be determined on the first business day of each mor	ath during the term hereof
and	To secure the payment of the principal balance of an and for other good and valuable consideration, the Borr	d all interest due on the Note and performant ower does hereby grant, remise, mortgage, t	ce of the agreements, terms and conditions of the L warrant and convey to the Lender lifts successors a	ine of Credit Agreement, and assigns the following
des	described real estate of the County of Cook	and State of Illinois, to wit		
]	Lot 4 in Oakwoods, a Subdivis	ion of that part lying E	ast of the West Line of Waid	ola
4	Avenue extended of the East H	alf $(1/2)$ of the South H	alf (1/2) of the North	
	Half (1/2) of the South West			
:	Section 33, Township 39 North	, Range 12, East of the	Third Principal Meridian.	

TAX IDENTIFICATION NUMBER: 15-33-116-010-0000

commonly known as 809 North Waiola LaGrange Park Illinois 60525 hereby releasing and waiving all right under and by virtue of any homestriad exemption laws, together with all improvements, rights, easements, fixtures and appurtenances thereto belong, and all rents, issues and profits thereof and all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, all of which are declared to part of the roal estate whether physically attached thereto or not (all of which is hereafter referred to as the "Premises")

Borrower covenants that Borrower is lawfully seized of the estate hereby conceyed 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 Borrower 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 provements now or hereafter on the Premises which may become damaged or be destroyed. (2) keep said Premises in good condition and repair, without waste, and free from mechanics, righter liens 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 supplied. (2) the lien hereof, (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof, (5) refrain from making material alterations in sair. 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 so we should charge and other charges against the Premises when due, and upon written request, to furnish to Lender or to holders of the Note duplicate receipts therefor. (7) pay in full information to furnish to Lender or to holders of the Note duplicate receipts therefor. (7) pay in full information to 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 situaled in said 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 ser used hereby and all prior frens 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 or or 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 secured 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 principal or interest is 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 this 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. Line of Credit Agreement or this Mortgage, whether maker, endorser, guarantor, surely or accommodation party, or (iv) if any party label on the Note, whether as maker, endorser, guarantor, surely or accommodation party shall be appointed, or if a petition in bankruptcy or off, complain the party shall be appointed, or if a petition in bankruptcy or off, complain the party and if filed against the party shall not be released within sixty (60) days, or (v) if any interest application or agreement made or furnished to LaGrange Federal now or from time to time by Borrower is false 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 but lower and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior, ien or title or claim thereof or redeem from any tax sale or forteiture affecting the Premises or consent to any tax or assessment upon the failure of Borrower to do so. All monrys paid for any of the purposes herein authorized and all expenses paid or incurred in contraction therewith, including attorneys fees, and any other moneys advanced by Letter. It he holder of the Note to protect here per annum set forth in the Note. Inaction of Lender or holder of the Note shall be additional indebtedness secured hereby and shall become immediately due and payble without not cell, and with interest thereon at the rate per annum set forth in the Note. Inaction of Lender or holder of the Note shall never be considered as a waiver of any right accruing to the note account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises. The holder of the Note hereby secured making any payment nereby authorized relating to taxes or assessments, may do so according to any bit, estatement or estimate procured from the appropriate public office without inquiry into the accuracy of a collision or little or claim thereof.
- 4 When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the Note or Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree 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 expent evidence, stenographers' charges, publication goals and costs (which may be estimated as to items 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 title as Lender or the holder of the Note may deem to be reasonably necessary either to prosecute such sult or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures 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 Lender or holder of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings to which any of them shall be a party, either as plaintiff claimant or defendant, by reason of this Mortgage 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 Premises or the security nereof, 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 constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided, third, all principal and interest remaining unpaid 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, if any, liable 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 honestead or not and the Lender herebunder may be appointed as such receiver shall have power to collect the rents issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, 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 of 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 authorized 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 tarking and deficiency.
- 7. The Morgage 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 reterence 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. Dies do or frust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effect until 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

in this Mortgage for disposition or settleme Note consenting to same made without Lender's and the Holder's of the

- 9. Extension of the time for payment, acding to the terms 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 guaranter or surety thereof. Lender or the Holder of the Note shall not be deemed. by any act of omission 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 producement 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 indebtedness secured by this Mortgage in the event of Borrower's default 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-eighs 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 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 before 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 Morigage. 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.
- 15. Any provision of this Mortgage which is unenforceable or is invalid or contrary to the law of the United States or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, shall be of no effect, and in such case all the remaining terms and provisions of this Mortgage shall subsist and be fully effective the same as though no such invalid portion had ever the included herein. N/A

16. If this Mortgage is executed by a Trust.

executes this Mortgage as Trustes a aloresaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by Trustee and the Holder of the flore herein and by every person now or hereafter claiming any right or security hereunder that nothing contained

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pay said Note or any interest that if any, being expressly waived, ar	tmay accive thereon, or no that why were very on t	ued as creating any fiability on any indebtedness accruing hereunder or this Mortgage and the Note secured herel shall in no way affect the personal lability.	is snail be solely against an	dout of the Premises hereby convey	ed try enforcement o
	C/X				
IN WITNESS WHEREOF, B	lorrower(s) has/hav + e	ecuted this Mortgage			
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Borrower			orrower Winfield H.	. Lewis	
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Borrower		X	or Nancy D. 16	owie	
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		(LPA)			
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ATTEST:		By	<b>1</b>		
	1				
STATE OF ILLINOIS	ss				
COUNTY OF COOK	)		しン		
		County, in the State aforesaid. DO HEF			
		ewis and Nancy D. Lewi		<b>/</b>	
personally known to me to be the	same person whose ne	ime(s) is subscribed to the foregoing instri	ment appeared before m	insignly in person, and acknowledge	id that they
signed, sealed and delivered the of homestead.	e said instrument as	their free and voluntary act. for the	te uses and purposes there	Lin se, forth, including the release $oldsymbol{a}$	nd waiver of the rigi
	official seal, this 2	1st day of September	19 90	, ,	
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COCK COUNTY	r illingis	W	y Commission Expires		
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1930 SEP 28	## 11: 13	90467641	1	"Official seal"	1 '
1330 327 23	<i>p</i> , 11 · G		1	Ruth Hayman	1
			1,4	Notary Public, State of Illinois	ſ
			· · · ·	Commission Expires May 2, 19	83
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STATE OF	1				
	\$ \$5.	I, the undersigned			a Notary Public ii
COUNTY OF and for said County, in the State	) a elevered DO MERE	<b>▼</b>			a riotary v done in
personally known to me to be th					
a corporation, and		personally known to me to b	e the		of said corporation
and personally known to me to b	e the same persons when and delivered the said if	nose names are subscribed to the forego- nstrument as such officers of said corpora tration as their free and voluntary act, and	ng instrument, appeared by tion and caused the corport	efore me this day in person and sev ate seal of said corporation to be affil	erally acknowledged and thereto, pursuan
		•			_

AD 19 GIVEN under my hand and Notarial Seal, this \_\_\_\_\_\_

My commission expires

BOX 333 -- HV

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