

UNOFFICIAL COPY

The Chicago Heights National Bank	This instrument was prepared by (Name) <u>Loretta Kruls</u> 90571799
1030 Dixie Hwy	(Address) <u>Chicago Heights, IL 60411</u>
Chicago Heights, IL 60411	THE CHICAGO HEIGHTS NATIONAL BANK 1030 DIXIE HIGHWAY, P.O. BOX 607 CHICAGO HEIGHTS, ILLINOIS 60411
MORTGAGOR "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, David Lambert married to Lynne Marie Lambert, mortgage and warrant to you to secure the payment of the secured debt described below, on Nov 5, 1990, 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: 109 Cora Ct. (Street), Thornton (City), Illinois 60476 (Zip Code)

LEGAL DESCRIPTION:

Lot 12 in the First Addition to Harris Resubdivision, Being a Subdivision of Part of The Northeast 1/4 of the Southwest 1/4 of Section 27, Township 36 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 29-27-302-030

90571799

DEPT-01 RECORDING \$12.00
 148888 TRAN 7893 11/23/90 10.48.00
 #2737 # H * -90-571799
 COOK COUNTY RECORDER

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.):

- Said Promissory Note between borrower and The Chicago Heights National Bank dated Nov 5, 1990 and signed.
- 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 _____, with initial annual interest rate of _____%. 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 _____ if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Thirty five Thousand and 00/100 Dollars (\$ 35,000.00), 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
- _____

SIGNATURES:

David Lambert
David Lambert

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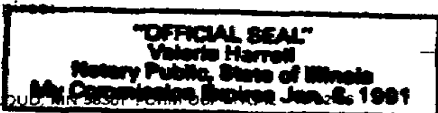
Lynne Lambert
Lynne Lambert

ACKNOWLEDGMENT: STATE OF ILLINOIS, _____ Will _____ County ss: _____, 1990

The foregoing instrument was acknowledged before me this 5th day of Nov, 1990 by Valerie Harrell

Corporate or Partnership Acknowledgment [] of _____ (Name of Corporation or Partnership) a _____ on behalf of the corporation or partnership.

My commission expires _____ (Seal)



Valerie Harrell
(Notary Public)

90571799

00211333

THE MORTGAGE BANK OF ILLINOIS
MORTGAGE BANK OF ILLINOIS
MORTGAGE BANK OF ILLINOIS

PROPERTY OF THE BANK

PROPERTY OF THE BANK

17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

18. 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 mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

19. 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 this mortgage, or to any other address which you have designated.

20. Joint and Several Liability; Co-signers; Successors and Assigns. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt, I do so only to manage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

21. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider it a default if it happens again.

22. 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.

23. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

24. Authority of Mortgagee to Perform. I agree to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may assign my name or any other name in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

25. Leasehold; Condominium; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold, regulations of the condominium or a planned unit development.

26. Waiver of Homestead. I hereby waive all right of homestead exemption in the property.

27. 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. If I default, 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 attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

28. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by 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.

29. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

30. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee on any such insurance policy. Any insurance proceeds may be applied, with 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.

31. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

32. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amount I owe you on the secured debt (exclusive of interest or principal) second, to interest and then to principal. If partial payment or the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

33. Property. I will keep the property in good condition and make all repairs reasonably necessary.

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36. Property. I will keep the property in good condition and make all repairs reasonably necessary.

37. Property. I will keep the property in good condition and make all repairs reasonably necessary.

38. Property. I will keep the property in good condition and make all repairs reasonably necessary.

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OCF-111111

My Commission Expires Jan. 1, 1997
Illinois State of Mortgages
Illinois

ILLINOIS