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JNOFFICIAL 1999

	HOME EQUITY LINE	OF CREDIT MURIGAGE
		Heritage Glenwood Bank
Account No	The second secon	This instrument was prepared by Mary Granat
Mortgagor	John Fiorenza	Glenwood, Illinois 60425
Address	15208 Ginger Creek	
	Orland Park, IL 60462	
Mortgagor	Sharon Fiorenza, his wife	
Address	15208 Ginger Creek	
	Orland Park, IL 60462	
	v. Line of Credit Mortgage is made this [1, 7]—day of and the Mortgagee, Glenwood Bank, an Illinois banking corp	Dec
ATTNESSE I H		•
WHEREAS, Borr	ower and I cutter have entered out on Chenwood Bank Home Fe	quity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated
Dec. 7,	1990 19 pursuant to which Borrower may	from time to time until Dec. 7, 2000 horrow from
		15.100,000,00
is all sums outstand ate, together with . Dec. 7, 2	interest the cor., may be due and payable on demand. All a	provided for in the Agreement. AfterDoc. 7 2000. (ii) all sums outstanding under the Agreement and all sums borrowed after such mounts borrowed under the Agreement plus interest theream must be repaid by
TO SECURE SO I	ender the repayr out of the indebtedness incurred pursuant to	the Agreement, with interest thereon, the payment of all other sums, with interest and the performance of the covenants and agreements of Borrower contained berein
nd in the Agreemen	ot. Borrower does her by trortgage, grant and convey to Lend	her the following described property located in the County of
Cook	. State of Illinois	
QUARTER O	SPRING CREEK ESTATES, BEING A SUBJECT THE NORTHEAST QUIRTER OF SECTION EAST OF THE THIRD PRINCIPAL MERIDI	1 18, TOWNSHIP 36 NORTH,
ILLINOIS.	· O	# 14.00
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Permanent Tax Number

27 18 203 008

inch has the address of he "Property Address").

15208 Ginger Creek

Orland Pir IL 60462

TOGETHER with all the improvements now or hereafter erected on the property, and all exements, rights, appurtenances, rents, royalties, mineral, oil and gage rights and profits, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additional thereto, shall be because them an a part of the property covered by this Mortgage, and executing together with said property, for leasehold estate if this Mortgage v on a heasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right is mortgage, giant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject a any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. 1400

Horrower and Lender covenant and agree as follows

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal or an experient on the indebtedness incurred pursuant to the near together with any tees and charges as provided in the Agreement. Agreement

2. Application of Payments. Unless applicable has provides otherwise, nil payments received by Lender v aler the Agreement and paragraph 1 hereof shall applied by Lender test in payment of any advance made by Lender parsuant to this Mortgage, then to interest, Ice, any charges payable parsuant to the Agreement, noto the principal amounts outstanding under the Agreement

3. Charges: Liens. Borrosce shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions introdutable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents. It aims including all payments due under a whortgage disclosed by the title insurance leader? interest in the Property Borrosce shall, upon request of Lender, primptly furnish to Lender receives evidencing such payments. Borrosce dual psychologically such lease which has priority were this Mortgage, except for the ben of any mortgage disclosed by the title insurance policy insuring Lender's near the recover shall not be required to discharge any such their so long as Borroscer shall agree in virtual to the payment of the obligation secured by such lien in a minimer acceptable to Lender, or shall in good lath contest such lien by, or defend enforcement of such lender, or its light in good lath contest such lien by, or defend enforcement of such lender, or lightly proceedings which operate to prevent the enforcement of the len or forfeiture 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 loss require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgace and any other mortgage on the Properts.

The morance carrier provide pile insurance shall be chosen by Horower subject to approval by Lender, provided, that such approval so that morance policies and renewals thereof shall be made in a timely manner. All morance provides and renewals thereof shall be in horm acceptable to Lender and shall include a standard mortgage clause in historion and in form acceptable to Lender 1 point requires of Lender, Borrower shall promptly turnish to Lender and renewal notices and all receipts of paid premiums. In the event of loss, Borrower, and European continual standard and Horrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such to the security of this Mortgage is not thereby impaired. If such restoration or repair of the Property is abandoned by Borrower, or 19 Borrower talls to respond to Lender within 30 days from the dute notice is malled by Lender to Borrower in the themsurance carrier offers to settle a claim for insurance benefits. Lender is authorized to coffect and apply the insurance proceeds at Lender's option either to restoration or income that the mannance carrier offers to settle a claim for insurance benefits. Lender is authorized to coffect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

I aless I ender and Borrower on the sums secured by the Mortgage in writing, any such application of proceeds to principal shall not extend or pacquisition s

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit importment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. It this Mortgage is on a tent on a combinium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or convenients creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development rader is executed by Borrower and recorded together with this Mortgage, the convenients and agreements of such rader shall be incorporated into and shall amend and supplement the covenients and agreements of this Mortgage as if the rider were a part hereof

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements of this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not funited to, any proceeding brought by or on behalf of a prior mortgage, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, has make such appearances disbures such samps and take such action as necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable altorities lees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant or this paragraph b, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrosee and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall begin the from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to make any expense or take any action hereunder.

7. Inspection. Fender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Bortower notice at 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 consequent in both of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Morigage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or it, after notice to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower tails 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. It iless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

10

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- 9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender of 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 ge by reason of any demand made by the original Borrower and Porrower's successors in interest.
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise led 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 liens or charges by Lender shall not be a waiver of Lender's right 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 inture 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 the 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 certified shall, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 14. Governing Law; Ser ability. 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 'oph able law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and of the end the provisions of the Mortgage and the Agreement are declared to be severable.
 - 15. Burrower's Copy. Borr we shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Propert: All of the indebtedness owed pursuant to the Agreement shall be immediately due and payable, if all or any part of the Property or an interest therein is solid, transferred year exceed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordanate to this Mortgage, (b) the creation of a pure ase noney security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at 1 2 dec., ordion, declare all the sums secured by this Mortgage to be immediately due and payable.
- death of a joint tenant. Lender may, at I Ader's ordion, declare all the sums secured by this Mortgage to be immediately due and payable.

 17. Revolving Credit Loan. This Mr risg e is given to secure a revolving credit loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such say researe obligatory or to be made at the option of the Lender, or otherwise, as are made within ten (iii) years from the date hereof, to the same extent as if such ft are ivances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, although there may be no advance in made at the time any advance is made. The tien of this Mortgage shall be read to a secure of the total are advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total are and of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby for the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty, er ent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property, to the extent of the maximum amount secured hereby"). This Mortgage shall be valid and have priority over all absequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
- 18. Acceleration; Remedies. If Borrower engages in fraud or nateric imisrepresentation in connection with the Mortgage or the Agreement, if Borrower fails to mee the repayment terms of the Mortgage or the Agreement, doe, not pay when due any sums secured by this Mortgage, or if Borrower's action or inaction adversely affects the Property, Lender's rights in the Property, Lender as Let also option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of lo no under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosus. A ling, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.
- 19. Assignment of Rents; Appointment of Receiver; Lender In Posser from. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicial y app inted receiver; shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All reuts collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including those past due. All reuts collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including those past due. All reuts collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including those past due. All reuts collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including those past due. All reuts collected by Lender or the receiver shall be applied first to payment of the Property and to collect the rents of the Property and the receiver shall be applied first to payment of the Property and the property and the receiver shall be applied for account only for those rents actually received.
- 20. Release. Upon payment of all sums secured by this Mortgage and termination of the Ap. of the lease this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.
 - 21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Proverty
 - IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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	Joh time
	John Fiorenza Borrower
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Type or Print Name	Sharon Fiorenza, his wife
Type of Print Name	
STATE OF ILLINOIS) COUNTY OF Rook	
the undersigned	, a Notary Public in and for said county and state, do hereby certify that
John Fiorneza and Sharon Fiorenza	personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument appeared before me this day in person and	
free and voluntary act, for the uses and purposes therein set forth.	
GIVEN under my hand and notarial seal, this day of	Dec. 19 90
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	Notary Public
	Roally Funic
This Instrument Prepared By:	· · · · · · · · · · · · · · · · · · ·
Heritage Glenwood Bank	FOFFICIAL SEAL *
Mary Granat	DIANE C. GRAF
18301 S. Halsted Street Glenwood, Illinois 60425	A COMMUNE IN EXPIRES 6/14/94
	Sur Asimples of Change DVIA/A4 \$