LASALLE EQUITY LINE OF CREDIT MORTGAGE LASALLE EQUITY LINE OF CREDIT MORTGAGE 100 12775

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This Equily Line of Credit Mortgage is made this 8th day of December 19 89 between the Mortgager
Michael E. McNamara and Josephine A. McNamara, husband and wife
therein "Borrower"), and the Mortgagee, LaSaile Bank Wastmont, a state banking
association whose address is 139 N. Cass Avenue, Westmont, Illinois 60559 (herein "Lender"). Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated December 8,
19_89. pursuant to which Borrower may from time to lime borrow from Lender sums which shall not in the aggregate outstanding principal balance
exceed \$ 17,000.00 lus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below ("Loans"), interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement Unless January 10, 200 Janu
otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after
19 97 logether with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest
thereon must be repaid by
thereon, the payment of a order sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agree. Into ot Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook.
P.I.N.# 18-06-113-024
Lot 12 in Stock 7 in Caldwell's Subdivision of Lay's Addition to
Western Springs, except Block 15 and except the North 2 acres of
the East 1/2 of Block 16 including the Half Streets, being a
Subdivision of the East part of the Northwest 1/4 of Section 6,
Township 38 North, Range 12, East of the Third Principal Meridian,
and 3.554 acres in the South part of Section 31, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County,
Illinois.
which has the address of 1432 Oak, lestern Springs, Illinois 60558
(herein "Property Address"):
Together with all the improvements now or hereafter ercuter on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water slock, and of the property all of which, including, replacements and additions thereto, shall be deemed to be and remain a part of the property to the Mortgage; and all of the foregoing, together with said property to

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when duit the principal and interest on the Loans made pursuant to the Agreement, together with any tees and charges as provided in the Agreement.

Borrower covenants that Borrower is lawfully seised of the estate hirreby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the tille to the Property against all claims and demands, subject to 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.

- 2. Application of Payments. Unless applicable law provides otherwise, all payment are leighed by Lender under the Agreement and paragraph. It hereof made shall be applied by Lender lirst in payment of any advance; made by Lender pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.
- 3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other what les, times and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in fuding all payments due under any mortgage disclosed by the little insurance policy insuring Lender's interest in the Property; Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, e.e., it is not any mortgage disclosed by the little insurance policy insuring Lender's interest in the Property; provided, that Borrower shall not be required to discharge any such lien to long as Borrower shall not be required to discharge any such lien to long as Borrower shall not be required to discharge any such lien to long as Borrower shall not be required to discharge any such lien to long as Borrower shall enforcement of such lien in, logal proceedings which operate to prevent the enforcement of such lien in, logal proceedings which operate to prevent the enforcement of the lien or hotellitude or line 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 life hazards included with the term "extended coverage," and such other hazards as Lender may require and in such amount is and for such periods as Lender may 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 Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provider, if a such approval shall not be unreasonably withhold. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in layor of and in form

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgaguard in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid prompting to loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Porture.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Properly (land aged, provided such restoration or repair is economically leasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically leasible or if the security of this Mortgage, would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, it any, paid to Borrower. If the Property is abandoned by Borrower, of it Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the slive date of any

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the clue date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, life and interest of Borrower in and to any insurance policies and in and forthis proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 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 impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or, a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development index is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were, a part hereof.
- 8. Protection of Lender's Security. If Borrower, fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited 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 decadent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, discurse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's less and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mongage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest 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 more required to the contained of the payable from time to time on outstanding principal under the Agreement.

7. Inspection. Lender may make or cause QLD mide gasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable datase herefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of at har are onclum to paining as, the closed sequential, in competition, which my condemnation or of converge in the process and the process shall be applied to partial taking of the Property, the proceeds shall be applied to the exercise cured by this horse of a local or partial taking of the process shall be applied to the exercise cured by this horse of a local or partial taking of the process shall be applied to the exercise cured by this horse of the exercise cured by this horse of the exercise cured by this horse of the exercise of the exercise cured by this horse of the exercise cured by this horse of the exercise cured by the exercise

If the Property is abandoned by Borbwer, or it, alter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to coffect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

- 9. Borrower Not Released. Extension of the time for payment or modification of any other ferm of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any successors in the hability of the original Borrower and Borrower's successors in interest lender shall not be required to commence proceedings against such successors 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'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 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 laxos or other 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 inuie to the respective successors and assigns of Lander and Borrower, subject to the 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. The term interest as used herein shall mean and include all finance charges under the Agreement.
- 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 malting such notice by certified mail, 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 static therein 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 mainter designated herein.
- 14. Governing Lav., Se verability: This Mortgage shall be governed by the law of the State of Illinois, in the event that any provision or clause of the Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy. Bure ver shall be lumished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation based.
- 16. Revolving Credit Loan. The intergraph is given to secure a revolving credit top and shall secure not only presently existing indebtedness under the Agreement but also future advances, which such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the series at such future advances were made on the date of the execution of this Mortgage, although there may be no indebtedness secured hereby outstanding at the time any advance is made. The tien of this Mortgage is all be valid as to all indebtedness secured hereby, including future advances, from the time of its lifting for record in the recorders or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby (including disbursements 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 a maximum principal amount of
- \$\frac{17,000.00}{\text{and interest on such disbursements}} \text{, plus interest thereon, indiany, disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinalter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encurry an es, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
- 17. Termination and Acceleration. Lender at its option may be minate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due or an acts or falls to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, (b) Borrower acts or falls to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or any right of the Lender is bund to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, not seried, encumbered, or conveyed by Borrower without Lender's prior written consont, excluding the creating of a lien or encumbrance subordinate to this dor page, (b) Borrower falls to comply with any covenant or agreement. If it becomes necessary to foreclose this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage or proceeding tender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and all of sold proceeding vertices and title reports.
- 18. Assignment of Rents; Appointment of Receiver; Lender in Possession A additional security hereunder, Borrower hereby assigns to Lender the ronts of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 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, 17-hereol of abandonment of the Property, and at, an 'e prior to the expiration of any period of ademption in person, by agent or by judicially appointed receiver, shall be antilit differents upon, take possession of and manage, the Property and to collect the rents of the Property including those past due. Alt rents collected by be management of the Property and collection of rents, including, but not limited to receiver a 's, s, premiums on receiver's bonds and reasonable attorney's tees, and then to the sums secured by this Morigage. Lender and the receiver shall be liable to account only to those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage and fermination of the Agreement L. ndr. shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

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	Michael E. McNamara	Borrower
	Lougherie G. 7	Micamara
State of Illinois	Josephine A. DMcNamar	TARDING BOTTOWES 13.00
County of DuPage SS	Type or Print Name T#5555 TR	AN 3766 01/26/90 14:56:00
the undersigned	#8107 # E	
	a Notary Public in and for said pountly	Called a supplied that the supplied to the sup
Michael E. McNamara and Jos	sepnine A. McNamara	personally known to me
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dua Bramer become (e)nosego emes entre od c	oscibed to the loregoing instrument, appeared before me this day is	n person and acknowledged that
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t he y signed and delivered the said instrume	ent as	n person and acknowledged that
o be the same person(s) whose name(s). ATE sub	ent as	n person and acknowledged that

This Instrument Propaged By: LaSalle Bank Westmont 139 North Cass Avenue Westmont, Illinois 60559

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