OFFICIAL GOP should be returned to: West Suburban Bank of Darien 8001 Cass Avenue Darien, IL 60559 Michelle Denyko 90059571 WEST SUBURBAN BANKING THIS IS A SECOND MORIGAGE HOME EQUITY LINE OF CREDIT MORTGAGE 19th January THIS MORTGAGE (the "Mortgage") is made this. by the Mortgagor, day of Edward T Mallon and Mona H Mallon, his wife (J) (herein, "Borrower"), in favor of the Mortgagee or Mortagees, WEST SUBURBAN BANK, an Illinois Banking Corporation, with its main banking office at 711 South Westmore, Lombard, Illinois 60148, and/or WEST SUBUR-Edward T Mallon and Mona H Mallon, his wife (J) of Darien an Illinois Banking Corporation, with its main banking office at 8001 Cass Avenue, Davien, 11, 60559 (herein jointly or alternatively referred to as "Lender") in accordance with their respective interests pursuant to the terms of the Note and the Agreement (as described hereinbelow). WHEREAS, Borrower has executed a Promissory Note (the "Note") and a Home Equity Line of Credit Agreement (the "Agreement") of even date here-pursuant to which Bo (over may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of 10,000.00 s (the "Credit Limit"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Note. All amounts borrowed under the Note plus interest thereon are due and payable ten years after the date of this Mortgage;

NOW, THEREFORE, to security to Lender the repayment of the Credit Limit, with interest thereon, pursuant to the Note, the payment of all sums, with interest thereon, advances in accordance. "On "this protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained in the Agreement and in this Mortgage, 2017 oner does hereby mortgage, grant, and convey to Lender the property located in the County 60007 703 New Mexico Trail, Elk Grove, IL State of Illinois, which has the street address o. and is legally described as: Lot 26 in Block 5 in Winston Grove Section 21, being a Subdivision in the E 1/2 of the SW 1/4 & the W 1/4 of the SE 1/4 (taken as a tract) of Section 25, Township 41 N Range 10, East of the Third Principal Meridan (excepting from said tract the S 20 acres thereof) in Cook County, Illinois according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on August 22, 1974 as Document #22824653, all in Cork Caunty, Illinois. May Clark's

07-25-404-026 Permanent Real Estate Index Number:

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenancer, rents, royalties, minerals, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage; and all of the foreign, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS the Borrower's lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower covenants and agrees as follows:

1. Payment of Principal and interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Note, together with any fees and charges provided in the Note and the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied by Lender first in payment of amounts recoverable by Lender under this Mortgage, then to interest, fees, charges, and principal pursuant to the terms of the

Agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance, policy insuring the Lender's interest in the Property (the "First Mortgage"), if any, upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall, in a manner acceptable to Lender, agree in writing the 👌

First Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall, in a manner acceptable to Lender, agree Inwriting to the payment of the obligation secured by such lien or contest or defend enforcement of such lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien or fortellure 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 lire, hazards included within the term" extended coverage", and such other hazards as Lender may require and in such amounts and/or 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 total amount secured by this Mortgage, taking prior liens and co-insurance Into account.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld). 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 acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts for made paid premiums, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible 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, if any, paid to Sorrower, if the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date the notice is mailed by Lender to 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 wirling, any such application of proceeds to principal shall not extend of postpone the due date of the payments due under the Note and Agreement or change the amount of such payments. It under paragraph 18 hereof, the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

5. Preservation and Main enance of Property Leader of St. Condo in thems: Planned Unit Description of the Property of St. Condo in thems: Planned Unit Description of the Property of St. Condo in the Property of St. Cond 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 we

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6. Protection of Lender's Security. If Borrowerfalls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, including, but not limited to, any proceeding by or or behalf of a prior mortgages, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent; then it ender, at liender, a liender, a plant and take such action as is necessary to protect Lender's interest, including, but not limited or disbursement of reasonable attoring.

ney's fees 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 Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon Lenders demand and shall be a interest from the date of disbursement at the highest rate of interest provided in the Note. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borro

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, in the event of a partial taking of the Property unless Borrower and Lender otherwise agree in writing, any balance shall be paid to Borrower.

If the total amount of the sums secured by this Mortgage is the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower, or, if, after notice by Lender to Borrower that the condemnor has offered to make an award or settle a claim long damages, Borrower falls 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, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any such application of any other iron of the Note, the Agreement or this Mortgage by Lender to any success A in interest of the Borrower shall operate to release, in any manner, the liability of the original Borrower and Borrower of successor in interest.

10. Forbearance by Lender Not awares of any demand made by the original Borrower on Borrower's successor in interest.

10. Forbearance by Lender Not awares of any formed by Lender in exercising any right or remedy shall not be a wall-were of the property. In the exercise of any right or remedy.

- Note, the Agreement or the Mortgage, by reason of any demand made by the original Borrower or Borrower's successor; in Interest

 10. Forbearance by Lender Note Walver. Any forbearance by Lender in exercising any right or remedy, shall not be a walver of or preclude the exercise of any right or remedy.

 11. Successors and I sal a Bound; Joint and Several Liability; Captions. The covenants and agreements in Borrower shall bind; and the rights hereunder shall intered to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. This captions and headings of the privarians of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereoff, and headings of the privarians of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereoff, and headings of the privarians of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereoff or a server provided for in this Mortgage shall be defined by the provision of the mort of the provision of the provi
- 16. Acceleration; Remedies: Upon the occurrence of an Event of Delault under the Agreement, which Events of Delault are incorporated herein by this reference as though set forth in full herein; Lender at Lender's option, may declare all the sums secured by this Mortgage to be immediately, die and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not? In ratio, reasonable attorney's less, and costs of documentary evidence. abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right rive medy under this Mortgage, the Note, the Agreement, or afford

All remedies provided in this Mortgage are distinct and cumulative to any other right? If medy under this Mortgage, the Note, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

17. Assignment of Rents; Appointment of Receiver, Lender in Possession. As additional recurity hereunder, Borrower, hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereo or a sandonment of the Property; have the right to collection retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property; Lander, in, and the property is provided the sand payable.

entitled to enter upon take possession of and manage the Properly and to collect the rents of the Properly and collect to of the Properly and collect to of the Properly and collect to of the Properly and collect the rents and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lind, and the receiver shall be liable to account only for those rents actually received.

18. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agree ners, Lender shall release this Mortgage without

18. Release. Upon payment in full of all amounts secured by this morgage and termination of the Agricultural secure and recease time and gage and termination of the Agricultural secure and in the Property.

19. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

20. This Mortgage shall secure any and all renewals, extensions of modifications of the whole or any part of the 1-2-bitedness hereby secured however, evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or or ange in the terms or rate of interest shall be not impair in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Maker, surely or guar and of the indebtedness secured.

IN WITNESS WHEREOF, Borrower has executed this Mortgage. Edward T Mallon \$14.00 TRAN 5601 02/05/90 16 35 00 *-90-059571 TATE OF ILLINOIS DuPage COOK COUNTY RECORDER the undersigned a Notary Public in and for said county and state, do hereby certify Edward and Mona Mallon in personally known to me to be the same person(s) whose name(s) is/are they subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that their signed and delivered the said instrument as free and voluntary act, for the uses and purp es therein sel January Given under my hand and official seal, this OFFICIAL SEAL JOHN OLSEN Holary Fublic, Sinia of Illinois y Commission aspites 6-4-91 on Expires: My Commiss