

This Mortgage dated as of **March 30, 1990**, between **David J. Davidson & Shari A. Davidson**, whose address is **1537 Concord Ave., Westchester, IL 60154**, and **COMMERCIAL NATIONAL BANK OF BERRWYN**, 3322 S. Oak Park Ave., Berwyn, IL 60402, a national banking association, (the "Mortgage").

Whereas, the Mortgagor is indebted to the Mortgagor in the principal sum of **Ten Thousand Dollars and no/100ths** **10,000.00**, or the aggregate unpaid amount of all loans made by the Mortgagor pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagor will provide the Mortgagor with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagor under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagor under this Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unbilled interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagor the following described real estate located in the County of **Cook**, State of Illinois, to wit:

Lot 38 in Westchester Terrace, being a subdivision of part of the East 1/2 of the Northeast 1/4 of section 20, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 RECORDING \$14.25
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\$3963 + 00 * 90-155587
COOK COUNTY RECORDER

Commonly known as: **1537 Concord Ave Westchester, IL 60154**

PIN: **15-20-203-014**

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in singly units or centrally controlled, used to supply heating, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-door beds, awnings, water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, transferred and set over unto the Mortgagor, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagor is hereby subrogated to the rights of all mortgagees, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagor forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

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THE MORTGAGOR COVENANTS:

- A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish Mortgages, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagor may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagor; such insurance policies shall remain with the Mortgagor during said period or periods, and contain the usual clause making them payable to the Mortgagor; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagor for such purposes, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagor being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder; (11) To complete

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paid for any part of the Property or for damages to any part of the Property not taken and all condemnation compensation to be received shall be limited to the amount of the damage(s) so damaged, provided that any excess over the amount of the immediate damages shall be delivered to the Mortgagor or his assignee.

H. In case the Property, or any part thereof, shall be taken by condemned, the Mortgagor is hereby empowered to collect and receive all compensation which may be due him.

(c) Preparation for the defense of an intervention in my shareholding or control exercised or contemplated solely or jointly with my wife, unless the preparation is made for the purpose of preventing or stopping the intervention.

means the time taken to realize the value of the Properties, all of which shall be measured in accordance with the relevant provisions of the Income Tax Act.

never fail to remember any lease, whether it is long or short, and upon the termination of the property, the lessee shall be allowed and induced to negotiate.

such recoverability, or on any deficiency judgment whether there be a judgment in personam upon, and if a receiver shall be appointed in possession until the execution of the full period allowed by law, and no less than one-half the judgment or any interest in possession of a

be occupied by the owner of the property of reclamation as a homestead, appoint a receiver in whose power it stands to collect the rents, leases and profits of the property during his period of occupancy, period of redemption and such term, leases and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness created; unless, however, there is necessary to offset losses necessary to cover the expenses of collection and conversion of the property before the sale, or

Administrator shall pay a reasonable fee to cover the cost of preparing the records of the Mortgagor to cover the cost of any foreclosure proceeding brought by the Mortgagor to allow the change of ownership.

Adolescence is the period of life during which people begin to explore their identities and interests, and to form relationships with others. Adolescence is also a time of significant physical, cognitive, and emotional development. Adolescence is a time of significant physical, cognitive, and emotional development. Adolescence is a time of significant physical, cognitive, and emotional development.

Upon the Property, or upon the Flying of a Unit to Secondmen and a Part of the Property, then and in Any of said events, the Mortgagor to hereby Authorised and Empowered, at his option, and without affecting the title hereby granted or the Right of the Mortgagor hereunder, to declare, without notice to him, any sum secured hereby

Borrower's right to require payment of principal and interest. The Lender may require payment of principal and interest upon the occurrence of any event specified in the Note or in this Agreement.

Subject to the terms of this Deed of Assignment of the Property for any part thereof becoming vested in a person other than the Mortgagor, the Mortgagor

creation of a purchase money security interest for household appliances; (c) a transfer by delivery, deposit, or by delivery of law upon the death of a joint tenant; or (d) the grant of any leasehold interest in real property to a lessee not entitled to an option to purchase, Mortgagor, may, at Mortgagor's option, declare without notice all of the above secured by this Mortgage to be immediately due and payable.

4. The Agreement. This Agreement, or any part of the Property, or any interest therein, or if the Mortgagor is a legal entity, if all or any part of the beneficial interest in said trust is sold,

and the difference shall not incur any personal liability because of anything it may do or omit to do hereunder.

Received by the Secretary with the same proclivity as the original independence and may be intended to give him an opportunity to make a final adjustment.

C. This is one of failure to perform a pedomotor function related to the environment. It may also be a result of the co-ordination problem between the two hemispheres.

In the event of such loan, the amount thereof may be added to the principal balance due on the note or to the principal balance due on the note if the note is paid in full prior to the date of such loan and shall be a part of said indebtedness under all the terms of the Agreement. In no event, however, shall such additional loans exceed an amount equal to twenty-five percent (25%) of the principal balance due on the note.

made a party defendant by reason of this Mortgagee; and (11) To perform all obligations under any prior mortgage or other encumbrance which is senior to this Mortgagee and affect only the Property.

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all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagor may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagor's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Mortgagor shall be given by certified mail, return receipt requested to Mortgagor's address stated herein or to such other address as Mortgagor may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagor when given in the manner designated herein.

M. 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 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 the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagor shall release this Mortgage.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 30th day of March, 1990.

(SEALS)

(SEALS)

(SEALS)

(SEALS)

STATE OF ILLINOIS }

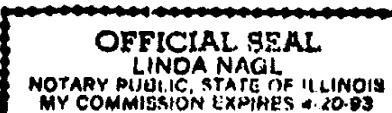
COUNTY OF Cook } 88

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that David D. Davidson & Shari A. Davidson, his wife personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 30th day of March, 1990.

Notary Public

THIS INSTRUMENT PREPARED BY: James A. Cairo/Commercial National Bank of Berwyn
3322 South Oak Park Ave Berwyn, IL 60402



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Property of Cook County Clerk's Office



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