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**LaSalle Bank Westmont**

LASALLE EQUITY LINE OF CREDIT MORTGAGE

90217303

This Equity Line of Credit Mortgage is made this **24th** day of **April**, 19**90** between the Mortgagor, **Charles Harvey**

("Borrower"), and the Mortgagee, LaSalle Bank Westmont, a state banking association organized and existing under the laws of the United States of America ("Lender").

**Whereas,** Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated **April 24,** 19**90** which provides that Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed **35,000.00** (the "Credit Line"). The Credit Line under the Agreement will take the form of revolving credit loans as described in paragraph 16 of the Agreement. Interest on the Credit Line extended pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless terminated sooner by Lender and Borrower in accordance with the Agreement, all outstanding under the Agreement on or after **June 10,** 19**97** (the "Maturity Date") may be declared due and payable on demand. In any event, all loans borrowed under the Agreement bear interest from the date of disbursement at the rate provided in the Agreement.

**June 10,** 19**90** (the "Initial Maturity Date").

**To Secure** to Lender the repayment of the Loans made pursuant to the Agreement and all extensions, renewals, and refinancings thereof, with interest thereon, advanced to protect the security of this Mortgage and the performance of Borrower's covenants and agreements under this Mortgage and the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of **Cook**, State of Illinois:

**P.I.N.# 18-04-306-004**

**Lot 19 in Block 14 in LaGrange in the East 1/2 of the Southwest 1/4 of Section 4, Township 38 North, Range 12, East of the East of the Third Principal Meridian, in Cook County, Illinois.**

**117 S. Ashland, LaGrange, Illinois 60521**

("Property Address").

**Together** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower represents that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title 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.

**Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay, when due, the principal and interest on the Loans made pursuant to the Agreement, late charges, fees and charges as provided in the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under this Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advances made by Lender pursuant to this Mortgage, then to interest, fees and charges, payable under the Agreement, then to the principal of the Loans outstanding under 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 which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy to be superior to 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, except for the lien of any mortgage disclosed by the title insurance policy, or agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, but Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall contest in good faith such lien by, or defend against enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien 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 may require. Borrower shall insure the improvements in an amount equal to the maximum insurable value of the improvements. Borrower shall maintain such other insurance as Lender may require from time to time in such amounts and for such periods as Lender may require. Borrower shall keep the insurance policies required pursuant to this paragraph 4 in force at all times. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts of 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 Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, 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 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 Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date 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 Borrower and Lender otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 hereof or change the amount of such payments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser. Proceeds resulting from damage to the Property prior to the sale or acquisition shall be applied first to the sums secured by the Mortgage immediately prior to the 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, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider 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.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's interest in the Property (including, but not limited to, any foreclosure, condemnation or other action or proceeding, probate and bankruptcy, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Mortgage, or to enforce laws or regulations), or there is a bankruptcy or decedent's estate, then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 3. Borrower shall pay the amount of all mortgage insurance premiums in the event that such insurance coverage ceases to be in effect. Lender may make such sums and take such actions as is necessary to protect Lender's interest, including, but not limited to, disbursing reasonable attorney's fees and entering on 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 notice from Lender to Borrower requesting payment thereof. 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 Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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**8. Condemnation.**

**9. Borrower Not Released.**

**10. Forbearance by Lender Not a Waiver.**

**11. Remedies Cumulative.**

**12. Successors and Assigns Bound; Joint and Several Liability; Captions.**

**13. Notice.**

**14. Governing Law; Severability.**

**15. Borrower's Copy.**

**16. Revolving Credit Loan.**

$ 35,000.00

**17. Termination and Acceleration.**

**18. Assignment of Rents; Appointment of Receiver; Lender in Possession.**

**19. Release.**

**20. Waiver of Homestead.**

**In Witness Whereof,**

Charles Harvey

LEFT - 1 TEL [illegible]
TAXES [illegible]
[illegible] - 90-217303
COOK COUNTY RECORDER

90217303

State of Illinois
County of DuPage } ss

I, the undersigned
Charles Harvey

is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of April 90

Deborah A. Mika

(SEAL)
My Commission Expires
May 19, 1990

This instrument prepared by:
LaSalle Bank Westmont
[illegible]
Westmont, Illinois 60559

90217303

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