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his fightrument was prepared by: C. Glaudell, Loss Officer LEYDEN SCHOOLS CREEDED UNION 9617 W. Grand Ave., P.O. Box 236 Franklin Park, Illinois 60131

MORTGAGE

THIS MORTGAGE is made this 15th day of June 1990 between the
Migagor, Melvin Jameson and Ila Jameson, his wife, in joint tenancy,
(he ein "Borrower"), and the Mortgagee,
Landen Schools Credit Union organized and existing under Illinois law whose address is 9617 W. Grand Ave., P.O. Box 236, Franklin Park, iL 60131.
WHEREAS. Borrower has entered into a Revolving Credit Loan Plan with the Lender dated June 15.
1 90, under which Borrower may from time to time, one or more times, obtain loan advances not to exceed at any time an aggregate prin-
cinal amount ofFIFTY THOUSAND AND NO/100
(s50,000.00) from Lender on a secured line of crefit basis, and which Revolving Credit Loan Plan provides for an adjustable rate of interest FINAL ADVANCE SHALL BE JUNE 15, 1995, WITH FINAL PATHE OF PRINCIPAL AND INTEREST DUE JUNE 15, 2005. TO SECURE to Under the repayment of any and all loan advances which Lender may make now or in the future under the Revolving Credit Loan Plan, with fint rest and other charges thereon, together with the payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, as well as all late charges, costs and attorney's fees; and the performance of this coverants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power
to sale, the following described property located in the County of
LOT 33 IN BLOCK 3 IN VESTBROOK UNIT NO. 8, BEING MILLS AND SONS SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE

P.I.N. 12-28-416-038

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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	Co		
which has the address of 60131 (Zip Code)	2550 Silvercreek Drive, (Street) (herein "Property Address");	Franklin Park, Blinois (Cily)	

TOGETHER with all the improvements now or hereafter erected on the property, and all easemy his rights, appurtenances and sents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the likegoing, together with said property (or the leasehold estate if this Mortgage is on a feasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully solved 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 in a Borrower wattants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record law a prior to the date of filing of this Mortgage.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Aggregate Principal and Interest, Borrower shell promptly pay when due the total indebtedness ender und by the Revolving Credit Loan Plan which includes principal, interest, and other charges.

Credit Loan Plan which includes principal, interest, and other charges.

2. Application of Payments. Unless applicable faw provides otherwise, all payments received by Lender under the Revolving Credit Loan Plan and paragraph it hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower for interest and charges payable under the Revolving Credit Loan Plan, and then to the principal under the Revolving Credit Loan Plan.

3. Prior Mortgages and Deeds of Trust Charges; Elens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, lines and other charges attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 for such periods as Lender may require.

such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approvat by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a

shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has pricity over this Mortgage, lin 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.

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.

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 so biligations under the declaration or overnants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. 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, then Lender, at Lender's option, upon notice to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender'

Any amounts disbursed by Lender pure at to his paracript, with leterest there and the Revolving Credit Loan Agreement rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, 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.

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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the lime for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest. Deprive shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise altordeo by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. To Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Revolving Credit Loan Plan, (a) is co-signing this Mortgage only to mortgage, grant and convey that borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Revolving Credit Loan Plan or under this Mortgage, (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Revolving Credit Loan Plan without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. 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 delivering it or by mailing 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 as provided herein, and (b) any notice to Lender shall be given by certified mail 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.

12. Governing (a) Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Revolving Credit.

Loan Plan which can be give a elect without the conflicting provision, and to this end the provisions of this Mortgage and the Revolving Credit Loan Plan are declared to be severable. As read herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law

or limited herein.
13. Borrower's Copy. 6 or over shall be turnished a conformed copy of the Revolving Credit Loan Plan and of this Morgage at the time of execu-

tion or after recordation hereof.

14. Refrabilitation Loan Agrement. Borrower shall fulfill air of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which dorrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or detenses which Borrower may have against parties who supply labor, materials or service. In connection with improvements made to the Property.

15. Transfer of the Property. If the Borrower shall cause or permit the transfer of any legal or equitable interest in the real estate which is described in the Mortgage, or enter into any contract for the salac's said real estate or any part thereof, the Lender may at the Lender's option, without prior notice, the term of the result of the property of the

15. Transfer of the Property. If the Borrow or shall cause or permit the transfer of any legal or equitable interest in the real estate which is described in the Mortgage, or enter into any contract for this all of said real estate or any part the Lender may at the Lender's option, without prior notice, declare the then outstanding balance of the revolung, credit loan immediately due and payable. Nothing in the Revolving Credit Loan Plan shall serve to limit a transfer otherwise except from such a resultation of state or Federal law.

notice of acceleration in accordance with paragrap in 11 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or remand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

NON-UNIFORM COVENANTS. Borrower and Lind is further covenant and agree as follows:

16. Acceleration; Remedies. Except as provided in lar graph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, or in the Revolving Credit Loan Agine or in, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrowin as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the notice may result in accideration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the imports. The notice shall further inform Borrower of the right to assert in the foreoicosure proceeding. In nonexistence of a default or any other defense of Borrower to acceleration and the right to assert in the foreoicosure proceeding. In nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in th

expenses incurred by Lender in enforcing the covenants and agreements of Borrower contains 1 in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's lees; and (1) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's objection to pay the sums secured by this Mortgage. shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and

effect as if no acceleration had occured.

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18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrough hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or aband orment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property infouring those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's tees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sum's coursed by this Mortgage. The receiver shall be liable to account only for those rents actually received.

19.Release, Upon payment of all sums secured by this Mortgage, Lender, upon Borrower's written request, shall release in Mortgage without charge to Borrower.

20. Walver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property

eal, this 15th

21. Priority of Future Advances. All future advances shall have the same priority as if advanced at the date of this Mortgag.

AND FORECLO MORTGAGES	OR DEEDS OF TRUST	
Borrower and Lender request the holder of any mortgage Chortgage to give Notice to Lender, at Lender's address set for Chance and of any sale or other foreclosure action.	 deed of trust or other encumbrance th on page one of this Mortgage, of a 	with a lien which has priority over this any default under the superior encum-
IN WITNESS WHEREOF, Borrower has executed this Mo	intgage. M. olim	meall
	Melvin Jameson	
STATE OF ILLINOIS, Cook	Ila JamesonvCounty ss:	Borrower
, Marjorie C. Gloor Melvin Jameson and Ila Jameson, his wife		county and state, do hereby certify that
personally known to me to be the same person(s) whose name(s), me this day in person, and acknowledged thatE he Ys		

_ day of <u>June</u>