

The parties to this Mortgage made this 2nd day of July, 1990, between the Mortgagor,

MORSHED YOUSEF AND NAWAL YOUSEF, HIS WIFE

and the Lender, LASALLE NORTHWEST NATIONAL BANK, a banking corporation, having its principal office at 4447 North Dearborn Street, Chicago, Illinois 60614 ("Lender")

Whereas, the parties have entered into an Agreement, the Agreement, dated July 2nd, 1990, relate to when Borrower may draw from Lender sums which shall not in the aggregate outstanding principal balance exceed

\$20,000.00 plus interest to be charged after the Agreement will take the form of revolving credit cards as described in paragraph 16 below ("Cards"). Interest on the Cards borrowed pursuant to this Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise

agreed, all money due and owing under the Cards outstanding under the Agreement on or after June 2nd.

90 The parties will regard this Agreement as declared due and payable on demand in any event all money borrowed under the Agreement plus interest

thereon at the regularity of July 10th, 1995.

95 In the event of default:

To Secure the payment of the amount of the Cards outstanding under the Agreement, with interest thereon, the payment of all other sums, with interest thereon, due and payable to Lender with respect to the security of the Mortgage, and the performance of the covenants and agreements of Borrower contained herein, Lender, at its option, may do hereby mortgage, grant, and convey to Lender the following described property located in the County of

COOK

State of Illinois.

Lot 12 in Block 5 in Falconers Second Addition to Chicago, a Subdivision of the
North East 1/4 of Section 28, Township 40 North, Range 13, East of the Meridian, 13.00
Meridian, in Cook County, Illinois

1995 * 1995
COOK COUNTY RECORDER

PERMANENT TAX NO. 13-28-230-007-000

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4939 WEST WOLFRAM, CHICAGO, ILLINOIS 60641

Together with all improvements now or hereafter existing on the property, and all easements, rights, appurtenances, rents, royalties, mineral oil and gas rights, and all water, water rights, and water stock, and all other rights which have been or shall hereafter be granted to the property, all of which, including replacements and additions thereto, are hereinafter referred to herein as "the property" or "the property covered by this Mortgage," and all of the foregoing, together with said property for leasehold estates for the time periods and in the manner to be hereinafter referred to in this Agreement.

The above described property is lawfully owned of the same, wholly, notwithstanding that Borrower may have acquired title thereto by gift, devise, or otherwise, and has the right to mortgage, grant and convey the Property, and that Borrower will defend the title to the Property against all persons, demands, suits, and mortgages, executions, judgments, easements or restrictions, and to the best of Borrower's knowledge, no exceptions to coverage in any title insurance policy, covering title to 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 of an interest on the Loans made pursuant to the Agreement, together with all fees and charges as provided in the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 11 hereof shall be applied first to accrued interest, then to principal, then to interest, fees and charges payable pursuant to the Agreement, and finally to principal or costs 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 affect the title thereto, including real estate taxes, personal property taxes, including all payment made under any mortgage disclosed by the title insurance company, and any other taxes, assessments, and other charges, including personal property taxes, except for the last entry of mortgage disclosed by the title insurance company, which may affect the title thereto, provided that there were shall be no requirement to change any such tax, so long as Borrower shall agree in writing to the payment of such taxes, assessments, and other charges, and no action or proceeding to collect or enforce any judgment or garnishment or attachment by Lender or obtain a good faith certificate issued by, or defend enforcement of such item, in equity proceedings, provided that the enforcement of the item or foreclosure of the Property of any portion thereof.

4. Hazard Insurance. Borrower shall keep the property in a condition reasonably calculated to the Property is insured against loss by fire, hazard, or included with the following insurance coverage and such other hazard insurance coverage in amounts and for such periods as Lender may require, provided that Lender may require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the property.

To the extent permitted by law, the insurance coverage required by Lender shall be approved by Lender, provided that such approval shall not be construed as a requirement of insurance coverage.

All insurance policies and certificates therefor shall contain a provision to the effect that shall include a stated mortgage and assignment of right in favor of Lender as loss payee. Lender shall promptly, but in no event later than one month, furnish to Borrower a copy of each insurance policy. In the event of loss, Borrower shall immediately provide the insurance claim to Lender, together with the original and certified copy of the loss notice, promptly by Lender.

Under the terms of the two agreements making insurance premiums shall be applied to restoration or repair of Property damaged, repaired, or restored in accordance with the usual and ordinary methods of such repair, if the amount of such damage or repair is not otherwise ascertainable or the amount of such damage or repair is impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the exception, if any, paid to the insurance company, or otherwise by Borrower, or Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance premium is delinquent, the insurance premium becomes due and payable, and applies the insurance premium at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Always the first and foremost obligation of Borrower is to pay all debts to principal shall not extend or postpone the due date of any payment and/or payment of the Agreement, changing the amount of such payment, if under paragraph 18 hereof the Property is acquired by Lender at right, free and clear of all liens, encumbrances, and other interests, and to the person to whom resulting from damage to the Property prior to the sale or acquisition shall pay to Lender the amount of the debts secured by this Mortgage, provided, however, that Lender may withhold, prior to sale or acquisition,

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in a condition reasonably calculated to prevent impairment or debasement of the Property and shall comply with the possessory of any lease if this mortgage is used as security for a lease. Any person or organization in possession of a property interest in the Property shall perform all of Borrower's obligations under the lease and shall be bound by the terms and conditions of the lease, including, but not limited to, covenants, restrictions, and other obligations imposed by Lender and its order together with this Mortgage. The lease and any covenants of such holder shall be incorporated in, and shall amend and supplement the covenants and agreements of this Mortgage, and the lease and any covenants of such holder.

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 against Lender, affecting the Property, or if Lender is compelled to any proceeding brought by or on behalf of a prior mortgagee, trustee, receiver, or assignee of the Property, or if Lender makes arrangements with a creditor prior to a bankruptcy or insolvency, then Lender at Lender's option upon notice to Borrower may cause or cause to be caused the application of the amounts due under this Mortgage to protect Lender's interest, including, but not limited to, debarring the right of Lender to make a claim against the Property for bankruptcy or insolvency.

Any amount so paid by Borrower and carried over to other forms of payment such amounts shall be payable upon notice from Lender to Borrower, frequently, upon the date of payment or at least annually, or on the date of next assessment, at the rate payable from time to time on outstanding amounts under the Agreement. Nothing contained in this paragraph is to be construed to mean any expense or take any action by Lender.

13.00

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UNOFFICIAL COPY

7. Inspection. Lender may make or cause to be made a reasonable inspection 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 its conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the 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, after notice by Lender to Borrower that the condemnor fails to make an award or settle a claim, the condemnor fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds of 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 term of the Agreement or this Mortgage granted by Lender, his successors in interest or Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower, but Lender's interest in the Property, not to be required to commence proceedings against such successors or relate 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 or Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or this Mortgage, or the time afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The pro rata amount of installments of the payment of taxes, or other taxes 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 the Mortgage or otherwise 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 all of the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to, the provisions of Paragraph 16 herein. 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, to any trustee in bankruptcy proceeding for this Mortgage, shall be given 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, return receipt requested to Lender's address, given 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 or designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that provision or clauses of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect the enforceability of this Mortgage or the Agreement, which can be severed from such provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution, or after a copy is sent to Lender.

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only present or existing debts but also the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender or otherwise, as are made within 10 years from the date hereof, to the same extent as such future advances were made on the date of the execution of this Mortgage, with such increases or decreases made at the time of execution of this Mortgage and although thereafter no additional monies shall be lent by Lender, outstanding at the time any advance is made. The debt secured by this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of filing for record in the records of the recorder of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance 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 \$ 28,000.00. The maximum principal amount of the total and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements of such indebtedness being hereinafter referred to as the "maximum amount secured hereby". This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, 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 terminate the availability of funds under the Agreement, declare all amounts due and owing to Lender under the Agreement to be immediately due and payable and reduce its rights under this Mortgage if (a) Borrower fails to make a payment due under the Agreement and secured by this Mortgage, the Borrower fails to furnish to Lender any information affecting the title or condition of the Property secured by this Mortgage, or any right of the Lender in the Property or other security of this Mortgage, or (b) any of the conditions in this Agreement, other security, the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. Any such loss of security shall be presumed to be adversely affected if any of the Property, or an interest therein, is sold, transferred, encumbered or otherwise disposed of by Borrower without Lender's prior written consent, **excluding the making of a bona fide earnest money deposit to this Mortgage.** It is my witness that I have read and fully understood this Mortgage or the Agreement, if it becomes necessary to disclose this Mortgage by judicial proceeding.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As a default security hereunder, Borrower, until the last day to terminate the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 18 below, vacate and abandon the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18, right of abatement of the Property after any termination of the expiration of any such term, or upon default, with or without judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon the Property and to collect the rents of the Property, including those past due. All rents collected by Lender in the receiver shall be applied first to payment of the expenses of the management of the Property and collection of rents, including, but not limited to, court fees, premiums for escrow, reasonable attorney's fees, less than 10% of the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge. Borrower, Lender shall pay all costs of recording, if any.

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

In Witness Whereof, Borrower has executed this Mortgage

Marshe Yusef
MORSHED YOUSEF

Type or Print Name

Nawal Yousef

NAWAL YOUSEF REC'D 06/27/90

Type or Print Name
T-77777 TRAF 5590 01/06/90 EX-133-100
RECEIVED RECORDING CO. OF ILLINOIS
RECEIVED
COOK COUNTY RECORDER
69137 # 4 - 91-15235-37
COOK COUNTY RECORDER

State of Illinois
County of Cook } ss

I, the undersigned,
Marshe Yusef and Nawal Yousef,
be the same person(s) whose names are
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of July 1990.

OFFICIAL SEAL
DEBBIE GARCIA

(Seal)
My Commission Expires 8/17/92
Notary Public, State of Illinois
My Commission Expires 8/17/92

This instrument Prepared By:
DELIA NIMIEZ, MORTGAGE LOAN OFFICER

LaSalle Northwest National Bank

4747 West Irving Park Road

Chicago, Illinois 60641

Debbie Garcia

Notary Public

BOK 246

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