

AFFILIATED BANC GROUP

- Options for affiliated banks: Burlington, Chicago, DuPage, Franklin Park, Morton Grove, North Shore National, Western National.

This Mortgage is given on April 09, 1990. The mortgagor is Robert M. Borem and Lana Borem F/K/A Lana Spector, his wife ("Borrower").

This Mortgage is given to Affiliated Bank/Western National which is a National/State Bank and whose address is 6001 W. Cermak Road, Cicero, IL 60650 ("Lender").

Borrower owes Lender the maximum principal sum of Fifty Thousand and 00/100 (\$ 50,000.00), ("Line"), or the aggregate unpaid amount of all loans made by Lender pursuant to that certain Home Equity Line of Credit Agreement ("Agreement") executed by Borrower dated the same date as this Mortgage whichever is less.

The debt is evidenced by the Agreement, the terms of which are incorporated herein by this reference, which provides for monthly interest payments during the first five (5) years (the "Draw Period"), followed by monthly payments during the second five (5) years (the "Repayment Period") equal to one-sixtieth (1/60th) of the outstanding balance on the Line at the end of the Draw Period plus the amount of finance charge, annual fee and other charges as determined under the Agreement with the full debt, if not paid earlier, due and payable on April 09, 2000.

The Agreement provides that loans may be made from time to time during the Draw Period not to exceed the above stated maximum amount outstanding at any one time. All future loans will have the same priority as the original loan. This Mortgage secures to Lenders: (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the interests of Lender under this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement. For these purposes, Borrower does hereby CONVEY, WARRANT and MORTGAGE to Lender all of Borrower's estate, right, title and interest in the following described property located in Cook County, Illinois:

LOTS 22 AND 29 IN BLOCK 40 IN ANDREWS AND PIPER'S SECOND ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 28 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$13.00
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COOK COUNTY RECORDER

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PIN: 16-31-130-028 which has the address of 3444 S. Wenona (Street) Berwyn (City), Illinois, 60402 (Zip Code); TOGETHER WITH all 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 stock and all fixtures now or hereafter part of the property.

All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to convey, warrant and mortgage 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. There is a prior mortgage from Borrower to United Savings of America dated 11/12/1986 and recorded as document number 86555450

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal, interest, fees, and charges on the Line in accordance with the terms of the Agreement. The maximum per annum rate of interest on the Agreement will not exceed 20%.

2. Application of Payments. All payments will be posted to the Line when received and will (to the extent sufficient) be applied first to billed and unpaid FINANCE CHARGES, next to the annual fee, if any, billed to the Line, and then to Loans.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage other than the prior mortgage described above, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower must then satisfy the lien or take one or more of the actions set forth above within 10 days of the date such notice is given.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender, shall include a standard mortgage clause, and shall name Lender as an "additional insured." Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, and any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds 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 the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Mortgage is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. 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 rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or Lender's agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice of any or prior to an inspection specifying reasonable cause for the inspection.

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8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with the condemnation or other taking of any part of the Property, 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, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, 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.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to convey, warrant and mortgage that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

11. Loan Charges. If any loans secured by this Mortgage are subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with any loans exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Notices. Any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein (Attention: Home Equity Loan Department) or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Mortgage shall be governed by federal law and the law 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. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Mortgage.

15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. If all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged; and (e) not use this provision more than once. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

17. Default Remedies. Upon Default, at the sole option of Lender, all sums outstanding under the Agreement shall become immediately due and payable by Borrower, together with all expenses of Lender, including attorneys' and paralegals' fees and court costs, incurred in connection with the enforcement of this Mortgage, the enforcement of Lender's rights in Property and the disposition of the Property. The term "Default" when used in this Mortgage, has the same meaning as defined in the Agreement and includes the failure of the Borrower to completely cure any Events of Default within fifteen (15) days after the Lender mails written notice to the Borrower that an Event of Default has occurred and is existing. Default under the Agreement shall be Default under this Mortgage. The term "Events of Default" as used in this paragraph means any one or more of the events, conditions or acts defined as "Events of Default" in the Agreement, including but not limited to the failure of Borrower to make payments in accordance with the terms of the Agreement.

Upon Default, Lender shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, scribes' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute the foreclosure suit or to advertise to bidders at any foreclosure sale. All expenditure and expenses described in this paragraph, when incurred or paid by Lender, shall become additional indebtedness secured by this Mortgage.

The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in this paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Agreement; third, all principal and interest remaining unpaid under the Agreement (first to interest and then to principal); fourth, any surplus to Borrower or Borrower's heirs, legal representatives, successors or assigns, as their rights may appear.

18. Lender in Possession. Upon acceleration under paragraph 17 or abandonment of the Property and at any time prior to the expiration of any period of redemption, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 fees, premium on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

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

21. Riders. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

X [Signature] Borrower [Signature] Borrower

ROBERT M. BOREM LANA BOREM

STATE OF ILLINOIS, COOK County ss.

I, TIMOTHY W BARTEL, a Notary Public in and for said county and state, do hereby certify that

ROBERT M. BOREM & LANA BOREM personally known to me to be the same person(s)

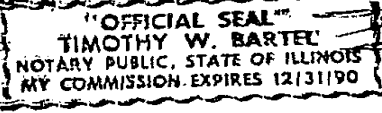
whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

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 official seal, this 9TH day of APRIL, 19 90

This document prepared and returned to



Notary Public

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