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RECORDATION REQUESTED BY:

AAT Federal Credit Union 2550 Brage Drive Broadview, IL 60153 -3987 91413343

WHEN RECORDED MAIL TO:

AAT Federal Credit Union 2550 Brage Orive Broadview, IL 60153 - 3987



SEND TAX NOTICES TO:

John A. Butensten 10839 S. Nashville Avenue Worth, Illings 60482-1618 DEPT-01 RECORDING

\$17.29

T\$3333 TRAN 7575 08/14/91 09:26:00

48697 4 C #-91-413343

COUR COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S LIBE ONLY

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AMOUNT OF PRINCIPAL INDEBT		······································			
THIS MORTGAGE IS DATED	June 24, 1991	, between	John A.	Botensten (Not Married)	
1,00,20, 0	1000			20.4416	
whose address is 10839 S.	nashville Avenue,	worth, tell	nois 604	82-1618	
(referred to below as "Grantor");	and AAT Federal Gredit Uni	on, whose address	is 2650 Brage	Drive, Broadview, IL 60153 (referred	to below se
"Lender"), a corporation organize	ed and existing under the las	want United S	tates of	America	
admidd. If a dorporomon or game.					
interest in the following described easements, rights of way, and apprights); and all other rights, royaltle simple title to the land, subj	real property, logether with r purlenances; all water, water is, and profits relating to the r	ਸ਼ਾਨਸlsting or subsection is ਦੀ ਨਾਤਿ, watercourses ਤੁਸਾਂ ਸ਼ਾਹਿਕਦਾ, including and ਨੂੰ ਨੁਸਾਵਾਗਤ	quantly eracted and dilich rig ng without limi i, oil, gas,	conveys to Lender all of Grantor's rig t or affixed buildings, improvements an hits (including stock in utilities with differ tation any rights the Grantor later acquir geothermal and similar matters, its erity"):	d fixtures; all n or irrigation res in the fee
	The same of the sa			, ,-	
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Lot 13 in Block 5 in F. H. Bartlett's Ridge Long Acres in the East 1/2 of the South East 1/4 of Section 18, Township 37 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded June 1, 1935 as Document 11,626,307 in Cook County, Illinois.

The Real Property or its address is commonly known as _	10839 S.	Nashville	Avenue			
Worth				0482-1618		
Property Tax ID No.: 24-18-405-004	<del></del>		<b>44.41334</b>	3 1	1/	

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property.

2. DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage.

shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Borrower. The word "Borrower" means each and every person who signs the LOANLINER® Home Equity Plan Credit Agreement secured by this Mortgage.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated 6-24-91, between Lender and Grantor with a credit limit of the amount shown on the first page of this Security Instrument, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage, which is the date by which all Indebtedness under the Credit Agreement and this Mortgage is due is 6-24-06. The interest rate under the revolving line of credit is a variable interest rate based upon an Index. The index currently is 8.5% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 1.000 percentage points above the index, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 9.000% per annum or more than the lesser of 16.000% per annum or the maximum rate allowed by applicable law.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation at Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by confract or law.

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(Continued)

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to entorce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding belance owing at any one time, not including finance charges on such belance at a fixed or veriable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any perticular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance.

Lease. The word "Lease" means any lease between Grantor and the Lessor of the Property.

Lender. The word "Londer" means AAT Federal Credit Union, its successors or assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "wortgage" means this Mortgage between Grantor and Lender.

Personal Property. The wo ds "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or attitude in the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions tor, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indef itedness to Lender.

Rents. The word "Rents" means all rents, revenues, inclume, issues, royalties, and profits from the Property.

THIS MORTGAGE, AND, IF ANY, A SECURITY INTEREST MAKE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TRAMS:

- 3. PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under the LOANLINER® Home Equily Plan Credit Agreement and under this Mortgage.
- 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grants's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of unit operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly carlorm all sepairs and maintenance necessary to preserve its value.

Hazardous Substances. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a tien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicible state or Federal laws, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor become: Posts for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims and losses regulting from a breach of this paragraph of the Mortgage. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Mortgage.

Nuteance, Waste. Grantor shall not cause, conduct or parmit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Lander's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lander's inferests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may confest in good taith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surely bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unaffended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

5. COMPLIANCE WITH LEASE. If there is a Lease on the Property, Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor turther agrees: (a) not to surrender, terminate, or carried the Lease, and: (b) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

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- e. REHABILITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Grantor may enter into with Lender. Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 7. DUE ON SALE CONSENT BY LENDER. Lender may, at its option, have the right to accelerate, that is, declare immediately due and payable at sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. If Grantor sells or transfers the Real Property without the written consent of Lender, then, prior to acceleration Lender shall give notice to Grantor. The notice shall provide a period of not less than ten (10) days from the date of the notice within which Grantor may pay the sums declared due. If Grantor fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Grantor, invoke any remedies permitted in this Mortgage. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lessaehold holding title to the Real Property, or by any other method of conveyance of real property interest. However, this option shall not be exercised by Lender it such exercise is prohibited by federal law or by tillinois law.
- a. TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage:

Notice of Transfer. Grantor shall give notice to Lender, as provided in this Mortgage, prior to any sale or transfer of all or part of the Property or any rights in the Real Property. Any person to whom all or part of the Real Property is sold or transferred also shall be obligated to give notice to Lender, as provided in this Mortgage, promptly after such transfer.

Advances After Transfer. All amounts advanced under the LOANLINER® Home Equity Plan Credit Agreement, up to the Credit Limit, are secured by this Mortgage, whether advanced before or after sale or transfer of the Real Property, except any amounts which may be advanced by Lender more than five (5) days after notice to Lender, as provided in this Mortgage, that such transfer or sale has occurred. Even if Grantor transfers the Real Property, Grantor will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Grantor in writing. As a combiner to Lender's consent to any proposed transfer or as a condition to the release of Grantor, Lender may require that the person to whom the fleat Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

9. TAXES AND LIENS. The following provisions relating to the taxes and items on the Property are a part of this Mortgage.

Payment. Grantor shall purely when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges byted against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnisher (to the Property. Grantor shall maintain the Property free of all tiens having priority over or equal to the interest of except as otherwise provided in the illinoing paragraph.

Right To Contest. Grantor may vill hold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a tien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is alled a within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and are neys fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand rurnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to calify in to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at loas' filtern (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's item, materialmen's item, or other item could be asserted on account of the work, services, or materials and the cost exceeds \$10,000.00. Grantor will upon lequest of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

10. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to evoid application of any consurance clause, and with a standard mortgages clause in favor of Lenues. It he Real Property is located in an area designated by the Orector of the Federal Emergency Management Agency as a special flood hazard arria, irentor agrees to obtain Federal Flood Insurance to the extension insurance is required and is available for the term of the loan and for the first unpaid principal belance of the loan. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to I sider. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or ciminish or without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or danger. To the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so with fifteen (15) days of the casualty. It, in Lender's judgment, the restoration or repair is economically feasible and Lender's security is not leasured, insurance proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically feasible or Lender's security would be leasured, the insurance proceeds shall be applied to the sums secured by this Mortgage whether or not then dur, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (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 this Property or to pay sums secured by this Mortgage, whether or not then due.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the pur shase of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure value of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

11. EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to meintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the

Property, Lender on Grantor's behalf may, upon notice to Grantor, but shall not be required to, take any action that Lender deems appropriate. Any emount that Lender expends in so doing will beer interest at the rate charged under the credit Agreement from the date incurred or paid by Lender the annual that Lender expends in so doing will beer interest at the rate charged under the credit Agreement from the date incurred or paid by Lender to annual that Lender expends in so doing will beer interest at the annual territory and annual territory annual territory and annual territory and annual territory annual ter emount that Lenger expends in so doing will been interest at the rails charged under the Credit Agreement from the date incurred or paid by Lender to the date of the balance of the credit.

The date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit.

The date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit.

The date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit. THE CETE OF TEXASTERS AS SUCH EXPENSES, AS LETTON'S OPTION, WITH (8) DE PAYADIE ON CHIMANO, OF (D) DE ACCRET D'ALLANCE OF THE CITATION OF THE PAYADIE OF CHIMAN OF THE PAYADIE OF THE PAYA THE MOTORS also will secure payment or these amounts. I he nights provided for in this paragraph shall be in addition to any other rights of any termediat to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to have been been accounted that it adherents that it adherents that it adherents that

ber Lander from any remedy that il otherwise would have had.

12. WARRANTY; DEFENSE OF TITLE. The lollowing provisions relating to ownership of the Property are a part of this Mortgage. THE Grantor Warrants that: (a) Grantor holds good and marketable title of record to the Property (including a leasehold interest, if any), free and there are all have and assumbly to account and deliver the little of record to the Property (including a leasehold interest, if any), free and deliver as all have and assumbly to account and deliver the little of record to the Property (including a leasehold interest, if any), free and deliver as a second and the Crantor has the fall make the first and deliver the little of record to the Property (including a leasehold interest, if any), the and deliver the little of record to the Property (including a leasehold interest, if any), the and deliver the little of record to the Property (including a leasehold interest, if any), the and deliver the little of record to the Property (including a leasehold interest, if any), the and deliver the little of record to the Property (including a leasehold interest, if any), the and the little of record to the Property (including a leasehold interest, if any), the angle of the little of record to the Property (including a leasehold interest, if any), the angle of the little of record to the Property (including a leasehold interest, if any), the angle of the little of record to Urantor warrants that: (a) Grantor holds good and marketable life or record to the Property (including a leasendld interest, it any), rise and deliver this class of all lens and encumbrances except those of record, and (b) Grantor has the full right, power, and authority to execute and deliver this labels and and another.

Decree of Tibe. Subject to the exception in the paragraph above, Grantor warrants and will forever detend the title to the Property against the LEMMA CRIME OF A THE ACCEPTAGE IN THE EXCEPTION IN THE PRINCE AND ADDRESS AND ADDRESS AND ADDRESS OF AN ADDRESS AND ADDRESS AN Mortgage, Gramor shall defined the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be MOTEON, Gramor shall describ the action at Gramor's expense. Grantor may be the normal party in such proceeding, but Lericer shall be sented to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor with deliver, or cause to be delivered to 1 and a such instruction as may be required by it from time to normal each necessarian.

Compliance With Lave. Granior Winants that the Property and Granior's use of the Property complies with all existing applicable laws. minime to perturb the process of instruments as may be requested by it from time to time to permit such participation.

13. EXISTING INDEBTEDNESS. The lowowing provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage. Existing Lien. The lien of this Mortgage serum of the indebtedness may be secondary and interior to an existing tien, if there is such a lien.

Creater accessive nomination and access to how we are in the comment of the Eventure Indebtedness and in comment of the Creater accessive nominations and access to how we are in the comment of the Eventure Indebtedness and access to how we are in the comment of the Eventure Indebtedness and Indebte

Granfor expressly covenants and excess to pay of see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness and default under the matriments. CHRITION EXPONENTS and EXPLORED TO DRAY, OF SEE TO THE PREVIOUR OF, THE EXISTING THOROGENEURS BING TO PREVENT BING OF SUCH INDEBTED OF SUCH IN

Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which the advantage of the standard of consequent without the other written appears of a name of the standard of the stan hes priority over this Mortgage by which that agreement is nortified, amended, extended, or renewed without the prior written consent of Lender.

Constant a healt matther consumed any agreement is nortified, amended, extended, or renewed without the prior written consent of control. nes priority over this teorigage by which mat agreement is morimed, amended, extended, or renewed without the prior written consent of Lender.

Grantor shall neither request nor accept any future advances unifor any such security agreement without the prior written consent of Lender.

Application of Net Proceeds. If all or any part of the Property is confirmed, Lender may at its election require that all or any part of the Property is confirmed. Lender may at its election require that all or any part of the Property is confirmed. Lender may at its election require that all or any part of the Property is confirmed. Lender may at its election require that all or any part of the Property is confirmed. Lender may at its election require that all or any part of the Property is confirmed. Lender may at its election require that all or any part of the Property is confirmed. Lender may at its election require that all or any part of the Property is confirmed. 14. CONDEMNATION. The following provisions relating to condemnation or the Property are a part of this Mortgage.

proceds of the award be explicit to the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of any persons of the award the award after naumon of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of any persons of the award that make the award after naumon of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the award after naumon of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the award after naumon of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the indebtedness under the LOALLINERS Home Equity Plan Credit Agreement, subject to the laims of the indebtedness under the laims of t processes of the award be expected to the indepletaness under the LUARIMETERS Home Equity Plan Lifedit Agreement, subject to the sward after payment of mortgage of deed of trust with a lien which has priority over this Mortgage. The net proceeds of the award shall mean the award after payment of all controlled and the controlled area.

moreuse or deed or must with a nen which has priority over this moregage. The net proceeds at the award shall mean the award after paying or deed or must with a new which has priority out or incurred by Grantor or Lander in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly Lender in writing, and Grantor shall promptly take such assessment and proceeding in condemnation is filed. Grantor shall promptly Lender in writing, and Granton shall promptly take such assessment as well as a second shall be action and shall be action. Signs as may be necessary to defend the action and to be concentrated in the processors to the processors and to be concentrated in the processors to the processors and to be concentrated in the processors to the processors and to be concentrated in the processors to the processors and to be concentrated in the processors to the processors and to be concentrated in the processors to the processors and to be concentrated in the processors to SMOS 45 MBY DE RECESSERY to detend the action and obtain the award. Utantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by clumber of cause of the proceeding and to be represented in the proceeding to the proceeding and to be represented by the base of the proceeding and to be represented by the base of the proceeding and to be represented by the base of the proceeding and the proce

15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The Latoring provisions relating to governmental taxes, be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation.

Current Texas, Fees and Charges. Upon request by Lander, Grantor shall execute such documents in addition to this Mongage and take the transfer shall provide the continue to and the cont tees and charges are a part of this Morigage:

Whether other action is requested by Lender to perfect and continue Lender's security interest in the Cast Property. Grantor shall reimburse whether other action is requested by Lender to perfect and continue Lender's security interest in the Cast Property. WIRENAM OTHER SCHOOL OF ENQUERING BY LETTON TO PRITED AND CONTINUE LETTON 5 SECURITY INTEREST IN THE HOSE MORE MORE SHALL BE AND CONTINUE LETTON OF CONTINUE THIS MORE MORE MORE AND CONTINUE LETTON THIS MORE MORE AND CONTINUE AND CONTINUE LETTON THIS MORE MORE AND CONTINUE AND CONTINUE LETTON THIS MORE MORE AND CONTINUE AND CONTI

Texas. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Monage of upon all or any part of the following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Monage of upon all or any part of the following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Monage of upon all or any part of the following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Monage of upon all or any part of the following shall constitute taxes to which this section applies: Enths for all laxes, less, documentary stamps, and other charges for recording or registering this Morigage.

The resowing shall constitute taxes to which mis section applies: (a) a specific tax upon this hype of Mongage of upon all or any part of the Indebtedness secured by this Mongage, (b) a specific tax on Granior which Granior is authorized or required by this Mongage, (b) a specific tax on this had at accordance accordance to the following the followin INCOMEDIAGES SECURED BY THE MORDAGE; (D) a SPECIAL BY ON USANDS WHICH USANDS IS AUTHORIZED OF REQUIRED IN REGISTER OF the holder of the Credit indebtedness secured by this type of Mortgage; (c) a lax on this type of Mortgage charges and interest mode his Greater Annual Annual and Indebtedness or no comments of comments and interest mode his Greater. Incommuness secured by this type or mongage; (c) a tax on this type or mongage chargeace against the Lenger of the notion.

Agreement; and (d) a specific tax on at or any portion of the Indebtedness or on payments of principal and interest made by Granton.

Further Assurances. Upon request of Lander, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lander, and when requested but and a name to be filed reported as the roce may be at such times and 16. FURTHER ASSURANCES. The tolkowing provisions relating to further assurances are a part of this Mortgage. THE THE ASSESSMENT OF LANGES OF LANGES USERNIOF WILL MAKE, EXECUTE AND DELIVER, OF WILL CAUSE to DE MADE, EXECUTED OF CONVERS OF LANGES AND LAN IN SUCH Offices and places as Lender May deem appropriate, any and all such mortgages, and other documents or many in the color actions of tribute decisions.

IN SECTIONNESS AT DIRECTOR THEY DEEM appropriate, any and as such mongages, deeds or trust, security deeds, security agreements, financing statements, continuation statements of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may, in the sole opinion of turber assurance, certificates, and other documents as may are certificated as a supplication of turber assurance, as the certificated as a supplication of turber as a sup THE PROPERTY OF COMMISSION SIZE STREETS, INSTRUMENTS OF TURING SSSUISING, CONTINUE, OF DISSERVE (a) the obligations of Granto under the Credit Lender, by recessary or desirable in order to effectuable, complete, perfect, continue, or preserve (a) the burdance on the Property Lindage and the Landance on the Property Lindage and the Landance and the Landance and the Calabar Comments and the Cala Lender, de necessary or desirable in order to effectuelle, complete, penect, commute, or preserve. (a) the obligations of Grantor under the Property. Unless Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage, and the Related Documents, and (b) the liens and security interests or all another and our property in an account to the contrary by Lander in writing. Constant shall result for all another and our property.

prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters retained to in this narearach 17. FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the Credit line account, and otherwise performs all the advances when due, terminates the Credit line account, and otherwise performs all the advances and deliver to Credit line account, and otherwise performs all the advances and deliver to Credit line account, and otherwise performs all the advances and deliver to Credit line account, and otherwise performs all the

Tr. PULL PERFORMANCE. IT GRATTON PRISE BIT THE INGENTEENESS When due, terminates the credit line account, and otherwise performs all the companies when due, terminates the credit line account, and otherwise performs all the companies of the mortal part of the mortal part of the companies of the

18. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage; (a) Grants a total committee that the following at the option of Lender, shall constitute an event of default (inc. annual). This can include the available a total committee traud or makes a material metropropagation at any time in connection with the readilities annual. 18. DET RUE 1. Each of the following, at the option of Lender, shall constitute an event of detault (Event of Detault ) bhost this can include, for example, a false commits traud or makes a material missepresentation at any time in connection with the credit line account. of Granior to acceleration and sale. However if Lender has given Granior a right to cure with respect to a prior Event of Detault which occured within three hundred sixty-five (365) days of the present event of Default, Grantor shall not be entitled to receive the right to cure described in this paragraph.

25. RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreolosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without bond if permitted by taw. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Forectosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Serider shall have all other rights and remedies provided in this Mortgage or the LOANLINER® Home Equity Plan Credit Agreement or available disaw or in equity.

Sale of the Property. (a) he extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled its oid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give arisinor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other interided disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver of a preach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any sulfid, action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as aftorneys' less at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on derivant and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's afterneys' fees and legal expenses whether or not there is a lewsuit, including aftorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or (njunction), appeals and expenses payable post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

- 21. NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, it mailed, with be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, which has priority the first change the party's address. All copies of notices of forectosure from the holder of any lien which has priority the Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informact at all times of Grantor's current address.
- 22. ASSOCIATION OF UNIT OWNERS. The tollowing provisions apply if the Real Property has been aubifitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any natter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Granton's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property of not so used by the association, such proceeds shall be paid to Lender.

Compliance with Regulations of Association. Granfor shall perform all of the obligations imposed on Granfor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Granfor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Granfor shall perform all of the obligations imposed on Granfor by the lease of the Real Property from its owner.

23. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Grantor's Copy of Documents. Lender agrees to provide Grantor with a conformed copy of both the LOANLINER® Home Equity Plan Credit Agreement and this Mortgage at the time they are executed or within a reasonable time after this Mortgage is recorded.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

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(Continued)

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor. Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Watvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS	S OF THIS MORTGAGE, AND GRANTON AGREES TO ITS TERMS.
x Min Water Gran 6 24-91	×
The second and the second areas are a second areas are a second areas ar	
Signed, acknowledged and delivered in the prosence of:	
xO_c	
Witness	
X Witness	
This Mortgage prepared by:	
C. B. Reichelt, Treasurer, AAT Federal	Credit Union rive, Broadview, Illinois 60153-2987
INDIVIDUAL A	ACKNOWLEDGMENT
STATE OF Illinois	74,
Du Page	2)
COUNTY OF	
On this day before me, the undersigned Notary, Public, personally appr John A. Botensten, a bickelor	
to me known to be the individual(s) described in and who executed it voluntarylact and deed, for the uses any purposes therein mentioned.	the Mortgage, and acknowledged that they signed the fortgage as their free an
Champinder my hand and official seal this	day of June 24 , 19 910.
Monos X Clusco	Residing at
Martin Buddle in State of IC4 NO.	My commission expires
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OFFICIAL SCAL	
🖊 🔰 Thomas J. Anselmo 🔰	
Notary Public, State of Illinois  My Commission Expires Aug. 20, 1991	
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