#### AMITY FEDERAL BANK FOR SAVINGS HOME EQUITY CREDIT LINE MORTGAGE

This Home Equity Credit Line Mortgage is made this 31st between the Mortgagor, 1991 AND EXIDER AS TRUST SORT	
(herein "Borrower") and the Mortgagee, Amity Federal Bank For under the laws of the United States of America whose address is "Lender").	Savings of Tinley Park, a Corporation organized and existing 7151 West 159th Street, Tinley Park, Illinois 60477 (herein
WHEREAS, Borrower and Lender have entered into a Amity Feder	eral Bank For Savings Home Equity Credit Line Agreement
(The "Agreement") dated October 31, 19 9.	pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the
aggregate outstanding principal balance exceed \$ _50,000,00	the "Maximum Credit" plus interest.
After November 30, 2001 the "Fira	e at the rate and at the times provided for in the Agreement. I Maturity Date") all sums outstanding under the Agreement,
together with interest thereon, are due and payable.	
TO SECURE to the Levue, the repayment of the indebtedness inc payment of all other survive with interest thereon, advanced in according performance of the coverages and agreements of Borrower commongage, grant and convey to Levuer the following described properties.	rdance herewith to protect the security of this Morigage, and itained herein and in the Agreement, Borrower does hereby
Lot 6 in Bonnie's Resubdivision of Lot 1 Midlothian Subdivision of the East 541.60 Northwest 1/4 of Section 9. Township 36 N Third Principal Meridian, (1st of the Sou	of feet of the West 1/2 of the Corth, Range 13 East of the
541.60 feet of the West 1/2 of the Southw 36 North, Range 13 East of the Faird Prin	est 1/4 of Section 4, Township
Illinois.	
cases of the same	
•	C/Q
1991 DEC 0 PM 2- 30	916465618
	916465610
	CO
PERMANENT INDEX NUMBER: 28-09-100-062-0000	
which has the address of 14324 S. Long Avenue (herein "Property Address").	Midlothian, Illinois 60445

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of coverage in any title mismance policy insuring Lender's interest in the property.

EEE X08 UNOFFICIĀL COP

1-108-429-0100 7131 West 159h Street 7131 West 110.60477 708-429-0100

C739 AND NOT PERSONALLY.

		OR SAVINGS	VILLA MEDERAT BANK HOR SAVINGS	
	•		Tealnita Atta	
		SERVICED BY:	PRINCIPLE SENT	
ry Public	intoN	***************************************	MODETAL J. MAYO.  Modet Fulle. State of thinois  Modet Fulle. State of thinois  Modet Fulle. State of 19/94	
grands. R	hohou			
16 61	day of October	3816	Contract and and addicial seal this	
0		i ing matam paga pim pa	would an ioi singularis and	
(pe; spe; (pe))	C)	(his, her, their)	eoquiq arb to the burness of the purpose	
d that they	en bash bas tos ynstautov bas se	their	ad or manufacti that beginnent to be	
	contents of the foregoing instru			
	beneated villanders of the same of the sam			
Lilenst C. Fanelli	y and state, do here! y certify that	tasson bias soft has at his		
	(A) {		acor Area a	
	71-			
	C	Ung.		
•		Yh.,		
		Espa	140 18001 1800	
(iso2)	, <u>1867, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868, 1868,</u>	(POS) ONM		
		· 0, 0		
		# OLUMB	Avonus 1.	

OF EVERCREEN PARK AS TRUSTEE U/T/A DATED APRIL 5, 1991 AND KNOWN

and with secured by this Mortgage and termination of the Agreement Lender shall release this

, but not limited to receiver's free, premiums on receiver's bonds and reasonable atturneys' frees, by this Mortgage. Lender and the receiver drall be liable to account only for those rents actually

unts of the Property, provided that Borrower shell, prior to acceleration under pungraph 18 hereof by have the right to collect and retain such rents as they become due and payable.

icial cale, Lender, in person, by agent or by judicially appointed receiver, shall be emitted to immage the Property including those past due. All manage the Property including those past due. All negiver shall be applied first to payment of the coats of management of the Property and

18 hereof or abandonment of the Property, and at any time prior to the expension of any

TOWORTOR STANDARD SECTIONAL SOUTHWEST BOSTOWER

grower hereby waives all right of homestead exemption in the Property.

Morrower, Borrower shall pay all costs of recordation, if any.

EXECUTION BY TRUSTEE FOR

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any 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 1 hereof shall be applied by Lender first in payment of interest, fees, charges and advances payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, neluded 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; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage on the Property.

The Insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreadorably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. It she 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, provided such restoration or ripair is economically teasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired the insurance proceeds shall be applied to the sums secure, by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds to Lender's option either to respond 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 extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Photos Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower pursuant to paragraph 13, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not Limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts, shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. 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 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. 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 offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, 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.

District of Details: This agreement shall be in Default if (a) you fail to make any payment due hereunder, (b) you fail to be sevent occurs of the Agreement or the Mortgage, (c) any application or statement furnished by you is found to be sevent occurs by reason of which the Lender reasonably deems itself insecure, (g) you fail to furnish personal content occurs by reason of which the Lender receives actual knowledge that you have omitted material information in the credit content and lender receives actual knowledge that you have omitted material information in the credit content in the case and accurate the content in the content content in the con

Assisting independence under the Agreement but also future advances, whe they are not obligatory or to be made at the satisfied independence under the Agreement but also future advances, whe they are not advances are obligatory or to be made at the satisfied, or otherwise, as are made within 10 years from date be soft, to the same extent as if such future advances at the satisfied of the same of this Mortgage, although there may be no advance made at the time of execution of the foreby outstanding at the time of its filling for an advances, from the time of its filling for an advances, from the time of its filling for an advances, from the time of its filling for an advances, from the time of its filling for an advances, from the time of its filling for an advances, for an advance is made in which the Property is located, or any other document of indebtedness accured hereby are time outstanding shall not exceed the Maximum Credit, plus interest the cot and any disbursements made at the another referred to as the "maximum amount secured hereby"). This Mortgage, and any disbursements (all such an all and entered to as the "maximum amount secured hereby"). This Mortgage is shall be valid and have the another of the anathma amount secured hereby.

Assumption of the straight Assumption. If all or any part of the Property or an interest therein is sold, transferred or a factor without Lander's prior written coans. A excluding (a) the creation of a fien or encumbrance subordinate and applicances or (c) a transfer by devise, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, (c) by appraish of law upon the death of a joint tenant, i.e idet may, at Lender's option, declare all the sums secured by the standard of the sund payable.

Committee Sorrower shall be fur tish it a conformed copy of the Agreement and of this Mortgage at the time of

Appendix Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any severability of this Mortgage or the Agreement which says effect without the conflicting provision, and to this end the provisions of the Agreement which the given effect without the conflicting provision, and to this end the provisions of the Agreement which the severable.

Another manner for any notice required under applicable law to be given in another manner (a) any notice to Borrower as the Property contact as the property of the section of the section

Increasers and Assigns Bound; Joint and Several Liability; Captions. The convents and agreements herein contained that the rights because that herein to the respective successors and assigns of Lender and Borrower, subject to the respective successors and assigns of Lender and Borrower, subject to the captions and agreements of Borrower shall be joint and several. The captions and are not to be used to interpret or define the provisions

Opposition Opposition All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy that Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

Associated by Lender Met a Walver. Any forbearance by Lender in exercising any right or remedy under the exercise of any such associated the exercise of any such associated by insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver associates the maturity of the indebtedness secured by this Mortgage.

American definition of the lime for payment or modification of any other term of the Agreement or this Agreement or this housest in interest in interest in interest in interest in interest Lender shall not be required to commence proceedings against a interest in interest in interest in interest in interest in interest in interest.

Market and Bostower otherwise agree in writing, any such application of proceeds to principal shall not extend or

RIDER ATTACHED TO MORTGAGE TO AMITY FEDERAL BANK FOR SAVINGS
DATED October 31, 1991

This Nortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument 14 executed and delivered by the FIRST NATIONAL BANK OF EVERGRUEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking or agreement herein or in said principal not contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal of interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or holders, owner or owners of such principal notes, and by every purson now or hereafter claiming any right or security hereunder.

> FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee under Trust No. 11759

Senior Vice President & Trust Officer

ATTEST:

(Assistant) Trust Officer

91646561

Property of Cook County Clerk's Office