HOME EQUITY LOAN PROGRAM-Individual Form

THIS MORTGAGE	is dated as of	March. 28,	1991, and is between	)n
	Corling Edwards, wortgage	THE HANK OF LINGOLNWOOD		

WITNESSETH:

Mortgagor has unneuted a Revolving Credit Note (the "Note") dated the same date as this Mortgage payable to the order of Mortgagee in the principal amount of \$ 28, 000, 00 \_\_\_\_(the 'Line of Credit'). Accorded interest on the Note shall be due and payable monthly beginning the 20th day of the first month after the date hereof, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest (the "Account Balance") shall be due and payable at maturity (defined below). Interest on the Note shall be charged and payable at the rate of one (1%) percent in excess of the Prime Rate (defined below)

Intirest after Default (defined below) or Maturity (defined below) on the Account Balance shall be charged at a per annum rate equal to four (4%) percent in excess or the Prime Rate. Mortgagor has the right to prepay all or any part of the Account Balance at any time without penalty.

To secure payment of the Indebtedness evidenced by the Note and the Liabilities (defined below), including any and all ranewals and extensions of the Note. Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagoe, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of \_\_\_ and State of Illinois legally described as follows:

> RIDER ATTACHED HE "1" DEPT-01 RECORDING AND MADE A FAMILY 91157328 THORSE TRAN 1889 01/00/91 11 20 00 (3017 + H + - 91 - 157328 COOK COUNTY BECOMPRIE

which is referred to herein as the "Publises", together with all improvements, buildings, tenements, hereditaments, appurtonances, gas, oil, minerals, easements located in, on other or under the Premises, and all types and kinds of fictures, including without limitation, all of the loregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stores and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on of in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as delic id in Illinois Revised Statutes Chapter 17. Paragraph 6405. The illin of this Mortgage secures payment of any existing indebtedness and future a vances ("Advances") made pursuant to the Note, to the same extent as it such future advances were made on the date of this execution of this Mortgage, vilhout regard to whether or not there is any Advance made at the time this Mortgage is executed and without regard to whether or not there is any Advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases written or verbal, rents, issues and profits of the Premises, including without firmtation, all rents, issues, profits, revenues, revallies, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all presents not future leases of the Premises, together with the right, but not the obligation, to collect receive, demand, sue for and recover the same where for or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal coverant applicable to Mortgagor only, and not as a limitation of pondition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the term, here of give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and ships such avails. collect, receive and enjoy such avails.

Further. Mortgagor does hereby expressly waive and remase all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mongagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed. (b) keep the Premises in good condition and repair, vilhout waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien. (c) Jat viber due any indebtedness which may be secured by a enclimbrances, secting interests, internance liters or claims or literaction (c) gas visit due any incomplete minimage which may be second by a mondage, liter or charge on the Premises including any installment payments due the europe, and upon request, exhibit satisfactory evidence of such payment, and perform and comply with all covenants contained in any such mongage, limn or charge; (d) complete within a reasonable time any buildings now or at any time in process of construction upon the Premises, (i) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material afterguons in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by the Martangee; (g) retrain from impairing or diminishing the value of the Premises.
- 2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, spacial assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, and tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent
- 3. Upon the request of Mortgagee. Mortgage shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgager. Mortgagee, which assignments shall be in form and substance stitisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any repayment, discharge or companies of any rent or release any tenant from any obligation at any time while the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Morigagee; and such awards or any part thereof may be applied by Morigagee, after the payment of all the Morigagee's expenses, including costs and attorneys and paralegals less, to the reduction of the indebtedness secured nereby and Morigagee is hereby authorized, on behalf and in the name of Morigagor, to execute and deliver valid acquittances and to appeal from any such award
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to very other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by tire, lightning, windstorm, vandalism and malicious damage and such other nazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the costs of replacing or repairing the buildings and improvements on the Premises and in no event less than the principal amount of the Noté.

Mortgager shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lander's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. Mortgager shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgager shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee

7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys, and paralegals, lees, and any other funds advanced by Mortgagee to protect the Premises or the field thereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set form in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagor. 1400

10.00

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10. Notwittstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to self, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee

11. 'Default' or 'event of Default' means any one or more of the following events: (i) there is fraud or misrepresentation by the Mortgagor (or any Guarantor) in connection with the Line of Credit; (ii) the Mortgagor (or any Guarantor) falls to meet the repayment terms of the Note or the Liabilities for any outstanding balance; or (iii) any action or inaction by the Mortgagor (or any Guarantor) adversely affects the Mortgagoe's security for the Line of Credit or any right of the Mortgagoe in such security.

12. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker or Guarantor of the Note to Mortgagor for payment of any and all amounts due under the Note or this Mortgagor, whether heretofore, now or hereafter arising or owing, due or payable, however created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, together with attorneys" and paralegals' fees relating to protecting and enforcing the Mortgagor's rights, remedies and security interests enforcing the Mortgagor's rights, remedies and security interests hereunder or under the Note or under any of the Liabilities, including advising the Mortgagor or drafting any documents for the Mortgages at any time.

13. "Prime Rate" means the highest rate of Interest published in The Wall Street Journal in the "Money Rates" column each business day as the "Prime Rate" for the preceding business day. The Prime Rate may be adjusted without notice by the Bank to the undersigned. Any change in the Prime Rate will be applicable to all the outstanding indebtedness under the Note whether from any past or future Advances, in the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Prime Rate shall be the interest rate published in the Federy, Reserve Statistical Release H.15 as the "Bank Prime Loan" interest rate for each business day.

14. 'Maturity' makes the earlier of (a) five years from the date of the Note; or (b) the day when the Mortgagee accelerates and declares the balance of the Line of Crest to be due and payable pursuant to a Default. By agreement of the Mortgager and Mortgagee, the Maturity of the Note

and this Morigage may be entended.

- and this Mortgage may be estanded.

  15. When the indebt on is secured hereby shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien of this Mortgage, in the lien of this Mortgage, in the lien of this Mortgage, in the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgement of foreclosure. It expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys, and parningals' fees, appraisers' less cyllays for documentary evidence, stenographers' charges, special process server fees, publication costs and costs of procuring all abstracts or other. We searches and examinations, title insurance policies. Torrens certificates, fax and lien searches, and similar data and assurances with respect, or title as Mortgages may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure size. All of the foregoing items, which may be expended after entry of the foreclosure judgement may be estimated by Mortgages. All expenditure, and expenses mentioned in this paragraph, when incurred or paid by Mortgages shall become additional indebtedness socured hereby and shalf be imministrately forestable, with interest thereon at a rate equivalent to the post-maturify interest fails not to the foreclosure and expenses incurred or paid by Mortgages or on behalf of Mortgages in set torth in the Note. This paragraph shall also a size, to any expenditures or expenses incurred or paid by Mortgagee or on behall of Mortgagee in connection with (a) any proceeding, including withful limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintly, claims and or detendant, by reason of this Mortgage after iccruit of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the drien is of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 16. The proceeds of any toreclosure sale shall be distribed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all it is items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute and interest secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Clabilities (first to interest and then to principal); fourth, any surplus to Mongagor or Mongagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

  17. Upon, or at any time after the filling of a complaint to foreclose this Mortgage, the court in which such suit is filled may appoint a receiver of the Premises. The receiver's appointment may be made either before or all ask, without notice, without regard to the solvency of insolvency of mortgagor at the time of application for the receiver and without regard to the invalue of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption. If any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The count in which the foreclosure suit is filled may from time authorize the receiver to apply the net income in the receiver's hands in pryment in whole or in part of the Indebtedness secured hereby, or secured by any judgement foreclosing this Mortgage, or any tax, special assusment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment agains: Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency. foreclosure sale and deficiency.
- 18. No action for the enforcement of the flen or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.
  - 19. Mortgagee shall have the right to inspect the Premises at all reasonable times and access ther to shall be permitted for that purpose.

20. Upon payment and discharge of all amounts secured by this Mortgage and termination of the Linc of Credit, Mortgagee shall release the lien of this Mortgage, and shall pay all expenses, including recording fees and otherwise, to release this Mortgage of record.

121. This Mortgage and all provisions hereol shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties flable for the programment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties have executed the Note or this Mortgagor. Each Mortgagor shall be jointly, and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and "we use of any gender shall be applicable to all genders. The word "Mongagee" includes the successors and assigns of Mongagee.

22. This Mortgage has been made, executed and delivered to Mortgages in Lincolnwood, litinois, and shall be construed in accordance with the laws of the State of illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as ic tie effective and valid under applicable law. It any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. Each provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. Each provisions of this mortgage are prohibited by or determined to be invalid under applicable law.

ineffective to the extent of such prohibitions or in Mortgage. WITNESS the pand and seal of Mortgagor the da			remainder of such provisions	or the remaining	PIOTISIONS
Signature(s) b) Mongagor(s)	_	Ad	dress(es) of Mortgagor(s)		
ineffective to the extent of such prohibitions or invalidity, without Invited Mortgage.  WITNESS the trans and seal of Mortgagor the day and year set forth.  Signature(s) of Mortgagor(s)  X  Corinne Edwards		10	1000 N. Lake Shore Drive Chicago, Illinois 60611		
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STATE OF ILLINOIS COUNTY OF COOK  55					
COUNTY OF COOK } SS	the County on		de horsely cadily that . Co.	ninna Edua	ade a sid
COUNTY OF COOK 3 ss.  I, the undersigned, a Notary Public in and for					
COUNTY OF COOK 3 55  I, the undersigned, a Notary Public in and for personally known to me to be the same person(s	s) whose name(	(8) <u>is</u>	subscribed to the foregoing in	istrument, appea	red before me
COUNTY OF COOK 3 ss.  I, the undersigned, a Notary Public in and for	s) whose name(	(8) <u>is</u>	subscribed to the foregoing in	istrument, appea	red before me
i, the undersigned, a Notary Public in and for personally known to me to be the same person(s day in person and acknowledged to me thats act, for the uses and purposes herein set forth.	s) whose name( shesub	(6) <u>is</u> scribed the foreg	subscribed to the foregoing in	istrument, appea	red before me free and volu
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UNIT NUMBER 308, IN 1010 LAKE SHORE DRIVE CONDOMINIUM, AS DELINEATED ON SURVEY OF PART OF LOT 'A' DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT, 90.60 FEET NORTH OF THE SOUTH EAST CORNER THEREOF; THENCE WEST PERPENDICULAR TO SAID EAST LINE, 114.38 FEET TO THE POINT OF INTERSECTION WITH A LINE WHICH IS 22.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTH PORTION OF SAID LOT 'A'; THENCE NORTH ALONG SAID PARALLEL LINE AND SAID PARALLEL LINE EXTENDED 24.605 FEET; THENCE WEST ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID LOT, \$5.52 FRET MORE OR LESS TO A POINT ON THE WEST LINE OF THE NORTH FORTION OF SAID LOT: THENCE NORTH ALONG SAID WEST LINE OF THE NORTH WEST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT TO THE NORTH EAST CORNER THEREOF; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING: SAID LOT 'A' BEING A CONSOLIDATION OF LOTS I AND 2 IN BLOCK 2 IN POTTEK PALMER'S LAKE SHORK DRIVE ADDITION TO CHICADO, IN THE MONTH 1/2 OF BLOCK ? AND CV PART OF LOT 21 IN COLLINS' SUBDIVISION OF THE MOUTH 1/2 OF BLOCK ? IN CANAL TRUSTEES' SUPPLYISION OF THE SOUTH PRACTIONAL 1/4 OF SECTION 3. TOWNSHIP 39 MOR'H, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIANCIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF COMPONINTUM HADE BY AMAIGAMATED TRUST AND SAVING BANK AS TRUSTEE UNDER THOSE AGREEMENT DATED AUGUST 18, 1976 KNOWN AS TRUST NUMBER 3068, RECOPUED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23675016; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDUMINIUM AFORESAID (EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY). IN COOK COUNTY, ILLINOIS.

## SUBJECT TO:

CONDITIONS, AHD RESTRICTIONS OF RECORD; COVENANTS, AND CONLUTIONS OF THE DECLARATION OF PROVISIONS. COVENANTS, CONDOMINIUM AND ALL AMENDMENTS, IF /NY, THERETO; PRIVATE, PUBLIC, AND UTILITY EASEMENTS, INCLUDING ANY "SEMENTS ESTABLISHED BY OR IMPLIED FROM THE DECLARATION OF CONDOMINIUM CR AMENDMENTS THERETO, IF ANY, AND ROADS AND HIGHWAYS, IF ANY: PARTY WALL RIGHTS AND AGREEMENTS, IF ANY: LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDONINIUM PROPERTY ACT; GENERAL TAXES FOR THE YEARS 1989 AND 1990 AND SUBSEQUENT YEARS; INSTALLMENTS DUE AFTER THE DATE OF CLOSING ASSESSMENTS ESTABLISHED PURSUANT TO THE DECLARATION OF CONDOMINIUM.

Commonly known as: 1000 N. Lake Shore brive, Chicago, 11. Tax I.D.#: 17-03-204-063-1010 750 Price

THIS INSTRUMENT WAS PREPARED BY MARIE MITCHELL LINCOLHWOOD, ILL BOSAG

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## UNOFFICIAL COPY

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