

## MORTGAGE SECURING OPEN-END HOMEOWNER CREDIT CARD AGREEMENT

This Indenture made and entered into this 20<sup>th</sup> day of April, 1991 by and between Paul A. Zwotter and spouse, Mary Beth Zwotter ("Borrower"), and LEADER FEDERAL BANK for Savings, Memphis, Tennessee ("Mortgagee").

THE MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS FOR Illinois RECORDING TAX PURPOSES IS \$3000, which is the "Credit Line".

WITNESSETH: That for and in consideration of credit extended and to be extended by Mortgagee to Borrower, said Borrower has bargained and sold and does hereby bargain, sell, convey and confirm unto Mortgagee together with power and right of sale the following described real estate situated and being in Cook County, State of Illinois (which state is hereinafter referred to as "State"), which is the same property described in instrument 88105429 filed in aforesaid county:

LOT 32 IN EDWIN M. SCHMIDT'S WRIGHTWOOD AVENUE SUBDIVISION OF LOTS 2 AND 3 IN CIRCUIT COURT PARTITION OF THE WEST HALF OF THE SOUTH EAST QUARTER (EXCEPT THE SOUTH 33-1/3 ACRES) AND THE NORTH HALF OF THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 33-1/3 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN # 13-24-417-001-0000  
which has the address of: 2555 North Mason, Chicago, IL 60639

TO HAVE AND TO HOLD, unto the Mortgagee, its successors, and assigns, the aforescribed real estate (hereinafter the "Property"), together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Mortgagee, its successors and assigns, in fee simple forever, and the said Borrower does hereby covenant with the said Mortgagee, his successors and assigns, that Borrower is lawfully seized in fee of the aforescribed real estate; that he has a good right to sell and convey the same; that the same is unencumbered, except as disclosed herein and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

The property herein conveyed is encumbered by the lien of a mortgage recorded in the aforesaid County as instrument number 88105429 and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior mortgage, or in the event of any default in any of the terms and conditions of any other mortgage, or any other document, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the whole same of the principal and interest of the indebtedness secured by this instrument shall, at the option of the Mortgagee, become immediately due and payable and this mortgage may be foreclosed at once.

But this is a mortgage and is made for the following uses and purposes, and none other; that is to say: the said Borrower is justly indebted to LEADER FEDERAL BANK for Savings, Memphis, Tennessee ("Leader Federal"), as evidenced by a certain LEADER FEDERAL BANK for Savings Homeowner Credit Card Agreement and Disclosure Statement (the "Leader Agreement") of even date herewith executed by Borrower and payable to Leader Federal. Advances made and credit extended by Leader Federal to or on behalf of Borrower shall be repaid in monthly installments of not less than the finance charge imposed on the Borrower's account during the billing cycle and the other charges imposed in accordance with the terms of the Leader Agreement. If Borrower pays all of the indebtedness at the times and in the manner set forth herein and does and performs all of the other obligations herein assumed by Borrower and if the Leader Agreement has been terminated for any reason, then upon the occurrence of all the foregoing, the above conveyance shall be null and void; otherwise to remain in full force and effect.

THIS MORTGAGE SECURES FUTURE ADVANCES PURSUANT TO THE TERMS OF AN OPEN END CREDIT AGREEMENT BETWEEN LEADER FEDERAL AND BORROWER, WHICH OPEN END AGREEMENT IS THE AFORESAID LEADER AGREEMENT; the future advances secured hereby are secured to the same extent and as if said future advances were made by Leader Federal contemporaneously with Borrower's execution of this mortgage even though no advance is made at the time of Borrower's execution of this mortgage and even though no indebtedness is outstanding at the time any advance is made. In addition to securing the payment of the indebtedness herein mentioned, this instrument shall also secure the payment of any and all renewals of the obligation, or any portion thereof, together with any and all additional amounts that Borrower now owes or may owe Mortgagee, either directly or by indorsement, at any time between this date and the satisfaction of record of the lien of this instrument, including any and all future advances and/or loans that may be made by Mortgagee to Borrower, jointly and/or severally, either directly or by indorsement.

The duration of the Leader Agreement is twenty years from the date hereof; the entire balance payable under the Leader Agreement is due on or before twenty years from the date hereof unless sooner payable pursuant to said Agreement.

THIS MORTGAGE SECURES ALL SUCH OTHER AND FURTHER ADVANCES AS MAY HEREAFTER BE MADE BY LEADER FEDERAL TO OR FOR THE BENEFIT OF BORROWER PURSUANT TO THE LEADER AGREEMENT, WHICH IMPOSES UPON LEADER FEDERAL A BINDING OBLIGATION TO MAKE FUTURE ADVANCES AGGREGATING AN AMOUNT AT ANY ONE TIME NOT TO EXCEED THE CREDIT LINE SET FORTH ABOVE.

Borrower, upon notice by Leader Federal, must return to Leader

Federal all checks, credit cards, or other devices to obtain further advances after any event of default under the Leader Agreement.

If all or any part of the property secured hereby, or any interest therein, is sold, transferred, or otherwise disposed of without obtaining prior written consent of Leader Federal, its successors or assigns, or any subsequent owner or holder of the indebtedness secured hereby, then Mortgagee may, at its option, declare all sums secured hereby to be immediately due and payable.

The Borrower desires to secure the payment of all amounts payable by Borrower under the Leader Agreement and of any and all renewals and extensions thereof, and all future advances made and to be made pursuant to the Leader Agreement (all of said payable amounts being referred to as "Indebtedness"). Now, therefore, the Borrower agrees and binds himself that so long as any part of the indebtedness shall remain unpaid, he will pay all taxes (general and special) and assessments against said property promptly when due, and deposit all tax receipts with the owner or holder of the indebtedness; will insure the buildings on said property for not less than the lesser of (1) the insurable value thereof or (2) the total indebtedness secured by mortgages, deeds of trust or other security instruments encumbering the aforescribed real estate against loss or damage by fire and the perils against which insurance is afforded by extended coverage endorsement in some insurance company or companies approved by Mortgagee, cause said policies to contain a standard mortgage clause in favor of the Mortgagee and deposit said policies with the Mortgagee as further security in said debt; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this mortgage might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property, including, but not being limited to, expenses incurred by the Mortgagee in any legal proceeding to which it is made or becomes a party, including bankruptcy proceedings with respect to which Borrower files a voluntary petition or an involuntary petition is filed against him, and including all reasonable attorneys' fees incurred by Mortgagee in securing release from the automatic stay provisions of the Bankruptcy Code.

The net proceeds resulting from the taking of all or any part of the property be eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order of its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness in inverse order of its maturity, or at the option of the Borrower, his heirs or assigns, such proceeds may be used to restore the improvement to their former condition.

If the Leader Agreement is placed in the hands of any attorney for collection, by suit or otherwise, or to enforce its collection by foreclosure or to protect the security for its payment, the Borrower will pay all costs of collection and litigation, together with a reasonable attorney's fees, including attorney's fees and costs incurred by the Mortgagee in any proceedings under the U.S. Bankruptcy Code or similar insolvency laws affecting Borrower, this mortgage, or the obligations it secures and including attorney's fees and costs incurred by the Mortgagee in securing a release from the automatic stay provisions of the U.S. Bankruptcy Code, and the automatic stay provisions in the U.S. Bankruptcy Code, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

Mortgagee, its successors and assigns, may at its discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property; and such amounts so paid shall be charged to the Borrower and shall be secured by the lien of this mortgage.

If Borrower fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at its option, upon written notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect its interest, including, but not limited to, disbursement or reasonable attorney's fees and entry upon the property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this mortgage, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee 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 Leader Agreement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing shall require Mortgagee to incur any expense or take any action hereunder.

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Borrower shall not operate to release, in any manner, the liability of Borrower and Borrower's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this mortgage by reason of any demand made by the original Borrower and Borrower's successor in interest.

Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance

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or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this mortgage.

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

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Borrower. All covenants and agreements of Borrower shall be joint and several.

Borrower has been furnished a conformed copy of the Leader Agreement and of this mortgage at the time of execution or after recordation hereof.

Upon termination of the Leader Agreement and upon payment of all sums secured by this mortgage, Mortgagee shall release this mortgage without charge to Borrower. Borrower shall pay all costs of recordation of such release, if any.

Borrower hereby waives all homestead exemption, equity of redemption, statutory right of redemption, distributive share, expectancy, and all other rights regarding the property arising under State laws and hereby waives and relinquishes all rights of appraisal of the property under the State laws and relinquishes all right of dower and curtesy in and to the property arising under the State laws.

If Borrower fails or refuses to make any of the payments herein recited, either principal, interest, taxes, or insurance premiums, as the same mature and become due and payable, then at the option of Mortgagee, without notice, all remaining unpaid portion thereon shall become due and payable, and the lien of this instrument shall become subject to foreclosure by suit filed in any court with proper jurisdiction in the county in which the property is situated. The failure to exercise the option herein granted to declare the entire unpaid balance due and payable on any default or the failure to exercise the option of taking over the property or properties in the event of the default by Borrower as to any covenants herein contained shall not be a waiver to exercise the option at any subsequent default. Borrower hereby waives all rights of sale appraisement, and/or redemption accorded under the laws of the State now in force or hereafter enacted. If, under the laws of the State, this mortgage can be foreclosed by a non-judicial procedure, then Borrower waives rights to judicial foreclosure and agrees that this mortgage may, at option of Mortgagee, be foreclosed by non-judicial procedures upon compliance with Mortgagee with the laws of the State concerning non-judicial foreclosures and Mortgagee agrees to advertise the property and to give notice of foreclosure in accordance with State laws and to otherwise comply with State law.

On default, Borrower agrees to payment of reasonable attorney's fees incurred by Mortgagee to enforce the Leader Agreement and to enforce this Mortgage.

The singular number may be construed as plural, and the plural as singular, and pronouns occurring herein shall be construed according to their proper gender and number, as the context of this instrument may require. Any one gender refers to all genders.

If any provision hereof is held to be illegal, invalid or unenforceable under present or future law effective while this Deed of Trust is in effect, the legality, validity and enforceability of the remaining provisions hereof shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Deed of Trust a provision that is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

AFTER COMPLETION, THIS DOCUMENT SHOULD BE RETURNED TO LEADER.

THANK YOU

IN WITNESS WHEREOF, the Borrower has executed, or has caused to be executed, this instrument on the day and year first above written.

X Paul A. Zwolfer  
BORROWER - PAUL A. ZWOLFER

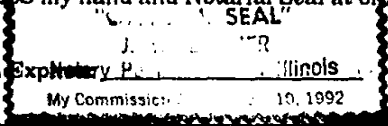
X Mary Beth Zwolfer  
BORROWER - MARY BETH ZWOLFER

EACH BORROWER'S SIGNATURE MUST BE NOTARIZED

STATE OF ILLINOIS  
COUNTY OF COOK

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared PAUL A. ZWOLFER to me known to be the person(s) described above and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS free act and deed.

WITNESS my hand and Notarial Seal at office this 20 day of APRIL, 1991.



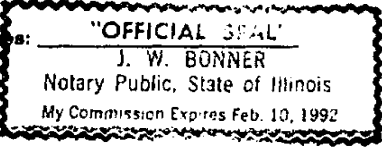
My Commission Expires: Feb. 10, 1992

J. W. Bonner  
NOTARY PUBLIC

STATE OF ILLINOIS  
COUNTY OF COOK

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared MARY BETH ZWOLFER to me known to be the person(s) described above and who executed the foregoing instrument, and acknowledged that SHE executed the same as HER free act and deed.

WITNESS my hand and Notarial Seal at office this 20 day of APRIL, 1991.



My Commission Expires: Feb. 10, 1992

J. W. Bonner  
NOTARY PUBLIC

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