28th day of This Equity Line of Credit Mortgage is made this

CARMEN D. RIVERA (DIVORCED, NOT SINCE REMARRIED) (therein "Borrower,), and the Mortgagee, LeSalle Bank Lake View, a state banking

association whose address is 3201 N. Ashland, Chicago, R. 80657 (therein "Lander")

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated

19_91...., pursuant to which Borrower may from time to time borrow from Lunder sums which shall not in the aggregate outstanding principal balance.

40,000,000lus interest. Barrawings under the Agreement will take the form of revolving credit longs as described in paragraph \$8 below ("Loans") Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at time provided for in the Agreement Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after

JULY 25, , 19 98 , together with interest thereon, may be declared due and payable on demand, to any event, all Loans

owed under the Agreement plus interest thereon must be repaid by ___JULY_25_,____, 20 (). (the "Final Maturity Data")
To Secure to Lender the repayment of the Loans made pursuant to the Agreement, with interest thereon, the payment of all other sums, with inborrowed under the Agreement plus interest thereon must be impaid by terest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the coverants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

the County of

. State of Illinois

LOT 5 IN BLOCK 9 IN SHIPMAN, BILL AND MERRIL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL'INDIS.

P.I.N.# 13-35-224-004

3321 WEST PALMER which has the address of

CHICAGO, ILLINOIS 60647

(herein "Property Address"): Together with all the improvements now 🗸 hereafter erocted on the property, and all easements, rights, appurtenances, rents, royalties, mineral,

oil and gas rights and profits, water, 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 1000 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) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 fills to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

Covenants, Borrower and Lender covenant and agree as lotters.

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal of an interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Acreement
- 2. Application of Payments. Unless applicable law provides otherwise, it I payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Londer first in payment of any advance in ade by Lender pursuant to this Mortgage, then to interest, few and charges payable pursuant to the Agreement, then to the principal of Loans outstanding a pade the Agreement.
- 3. Charges: Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or goute of rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property Borrover shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any tien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lander's interest in the Property, provided, if at 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 tien in a manner acceptable to Lender, or shalf in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to provent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Mazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with 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 that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property

 The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, ployided, that such approval shall not be

unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner

All insurance policies and renewals thereol shall be in form acceptable to Lender and shall include a standard morigage 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. In the event of loss, Borrower shall give prompt notice to the insurance carrier and 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 Arr perty damaged, provided such restoration or repair is economically leasible and the security of this Mortgage is not thereby impaired. It such in its above the seconomically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Berrower. If the Property is abandoned by Berrower, or if Borrower fails to respond to Lender vicin 30 days from the date notice is mailed by Lender to Sorrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration 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 17 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 insulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or 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 condominum 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 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 arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take 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 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 Bor rower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property
- Condemnation. The proceeds of any award or claim for damages, direct or consequent as in commitmen with land condemnation or other taking of the Property, or part hereof, or her convey ance in heu of condemnation, tire hereby assigned and shall be paint to Lender in the event of a total or partial

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taking of the Property, the proceed is hill be in piled to the sums sucured by this hortgift b, will fexcise think paid to Borrower. If the Property is abandoned by Bollow of the notific by Landor to Company to that he condens to offers to make an award or settle a claim for damages, Borrower falls to respond to Landau within 30 days after the one such profile is maken; the points 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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment

- Astrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lencer to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in inferest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in inferest.
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or herounder, or otherwise afforded by application law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accolerate the maturity of the indebtedness secured by this Morigage
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or atforded by faw or equity, and may be exercised concurrently, independently or successively
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements berein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrowers shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all linance charges under the Agreement.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Moitgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the mariner designated therein
- 14. Governing Law, Sc. erability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreements which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable
- 15. Borrower's Copy. Borrowar a hall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after records tion hereof
- 16. Revelving Credit Lean. This Wortpage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, vitabler such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the lame extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The flen of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling for record in the recorder's or registrar's of ice of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the loa' unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other comment with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 40,000,00 plus interes there on and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (a. such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby
- 17. Termination and Acceleration. Lender at its option may le initiate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower falls to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of I/ a Le ider in the Property or other security for the Indebtedness secured by this Mortgage, or any right of I/ a Le ider in the Property or other security for the Indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or part of the Property or an interest, neven is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance of ordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to force ose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited ic, it asonable attorney's fees, and costs of documentary evidence. abstracts and title reports

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the

right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entire at to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender, on the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those conts actually received

18. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower, Lender shall pay all costs of recordation, if any

CARMEN D. RIVERA

Type of Print Name

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

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- de Witness Whereat	Parrawas has avacuted this Martagan	<i>▶</i> ?

Stage @Hittalik Type of Print Name County of , a Notary Public in and for said county and state, do hereby certify that CARMEN D. RIVERA (DIVORCED, NOT SINCE REMARRIED) to be the same person(s) whose name(s) ...was.... subscribed to the foregoing instrument, appeared before the this day in person and acknowledged _ signed and delivered the said instrument as ... their free and voluntary act, for the Given under my hand and notatial seal, this "OFFICIAL SEAL" Paulette K. Pohlmann SEAL Paulette K. Ponimanii M**y Can mind ar Espan**oi Minois My Commission Expires 1/14/95 This Instrument Prepared By

M.L. PATTERSON LASALLE BANK LAKE VIEW 3201 NORTH ASHLAND CHICAGO, ILLINOIS 60657