UNOFFICAGE COPO 17267190-6

TO SECURE REVOLVING LINE OF CREDIT

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>	THIS INDENTURE made the 9th	1 day of	July ILL AND MARILY		1991 between		
B		THOMAS J. CAL	IILL AND MARILY	N G. CAHILL.	his wife		,
n	A COANCE EEDEGAL SAVINGS AND LOAD	N ASSOCIATION, a co	rporation organized and ex	isting under the laws o	I the United States, w	hose address is One No	ower/s'') and th LaGrange
~~	* Road, LaGrange, Illinois (herein "Lender"). Concurrently herewith Borrower has executed the second secon	uted a Line of Credit A	greemont to open a line of	credit with LaGrange	Federal and has execu	ited a Promissory Note r	nade payable
	to LaGrange Federal in the principal amount						
ን	(\$ 75,000,00) Dollars to to time at a per annum rate as hereinafter des advances made pursuant to the Note to the sa of the date of this Mortgage or whether there	scribed. The Note evide ame extent as if such e is any outstanding int	ences a revolving credit and luture advances were made lobtedness at the time of any	f the lien of the Mortga; on the date hereof an y future advances. Payr	ge secures payment of d regardless of whethe nents of all accrued int	any existing indebledae or or not any advance ha erost on the then outstan	ss and future s been made ding principal
	balance of the Note, at 1.000 p						
	and continue on the 15th day of each The "Index Rate" of interest is a variable rate of	I interest and is defined	in the Note as the rate of int	erest to be determined of	on the first business da	y of each month during the	term hereol.
	To secure the payment of the principal bal and for other good and valuable consideration	lance of and all interes on, the Borrower does	it due on the Note and perf hereby grant, remise, mort	ormance of the agreem gage, warrant and con-	ents, terms and condi vey to the Lender, its	tions of the Line of Credi successors and assigns	i Agreement, the following
	described real estate of the County of	Cook	and State of Illinois, to	o wit:			
S R	The North Half of Lot 3 in Subdivision of the Erst Ha Railroad) in Section o. To Meridian, in Cook Courty,	alf and the E ownship 38 No	ast Half of the	a South West	Quarter (Nor	th of	
		Col	OK COUNTY, PLICAN BLOCK SHOP.	ņis —			
		199	1 JUL 15 PM 2:	34 9	134911	5	

TAX IDENTIFICATION NUMBER: 18-06-216-016-0000

commonly known as 4206 Central Western Springs Illinois 60558 hereby releasing and waiving all right under and by virtue of any homest ad examption laws, together with all improvements, rights, assements, fixtures and appurtenances thereto belong, and all rents, issues and profits thereof and all apparatus, equip a articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilization, all of which are declared to be part of the real estate whether physically attached thereto or not (all of which is hereafter referred to as the "Premises").

Borrower covenants that Borrower is lawfully seized of the estate hereby con leyed and has the right to mortgage, grant and convey the Premises, and that the Premises are unencumbered, except for encumbrances of records. Borrower covenants that Borrower wai tants and will defend generally the title to the Premises against all claims and demands, subject to encumbrances of record.

- 1. The Borrower agrees to: (1) promptly ropair, restore or rebuild any buildings or important now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises support to the tien hereof; (4) compty with all requirements of law or municipal ordinances; with respect to the Premises and the use thereof; (5) refrain from making material alterations is any different and the premises and the use thereof; (5) refrain from making material alterations is any different and other charges, and other charges, and pay special taxes, special assessments, water charges, sev are sinciple charges, and other charges against the Premises when due, and upon written request, to furnish to Lender or to holders of the Note duplicate receipts therefor; (7) pay in full unit and other charges, and different contest; and (8) keep all buildings and improvements now or hereafter situated of a said Premises insured against loss or damage by fire, or other casualty under policies at either the full replacement cost in an amount sufficient to pay in full all indebtedness are an enterly and all prior liens all in companies satisfactory to the holder of the Note, under insurance policies payable, in case of loss or damage, to a mortgage which has a prior lien "any and then to Lender for the benefit of the holder of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy." 1. The Borrower agrees to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed;
- 2. At the option of the holder of the Note and without further notice to Borrower, all unpaid indebtedness securer by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (i) after the date on which any payment of principal of interest is due and is unpaid or (ii) if any other default occurs in the performance or observance of any term, agreement or condition contained in the Note, in this Mortgage, in the tine of Credit Agreement, or in any other instrument which at any time evidences or secures the indebtedness secured hereby; or (iii) upon the death of any party to the Note, Line of Gredit Agreement or this Mortgage, whether maker, endorser, guarantor, surely or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surely or accommodation party shall make an assignment for the benefit of reditiors, or if a receiver of any such party's property shall be appointed, or if a patition in bankrupicy or c.n. it similar proceeding under any law for relief of debtors shall be filled by or against any such party and if filled against the party shall not be released within sixty (60) days; or (v) if any statement, application or agreement made or furnished to LaGrange Federal now or from time to time by Borrower is false or incorrect in a material respect.
- 3. The Lender or the holder of the Note may, but need not, make any payment or perform any act to be paid or performed by borrow. Indicate may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or sottle any tax lien or other prior lien or titlle or claim thereaf, or redeem from any tax sale or forfeiture effecting the Premises or consent to any tax or assessment upon the failure of Borrower to do so. A I mor aw paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' lees, and any other moneys advanced by Lenuer or the holder of the Note to protect the Premises and the lien hereof, shall be additional indebtedness secured hereby and shall become immediately due and payble without notic any with interest thereon at the rate per annum set forth in the Note, leader or holder of the Note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph. It is hereby agreed that upon foreclosure, whether or not there is a deficiency upon the sale of the Premises, the holder of the fee tilicate of sale shall be entitled to any insurance proceeds disbursed in connection with the Premises. The Lender or the holder of the Note hereby secured making any paymen, here a authorized relating to taxe or into the validity of any tax, assessment, sale, torfeiture, tax lien or title or claim thereof. 3. The Lander or the holder of the Note may, but need not, make any payment or perform any act to be paid or performed by borrow ... and may, but need not, make full or partial
- 4. When the indebtedness hereby secured shall become due whother by acceleration or otherwise, the holder of the Note or Lender shall have the right to foreclose the flen hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender or holder of the Note for reasonable attorneys' fees, Lender's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinar tions, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Lender or the holder of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses shall become additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Note rate per annum, when paid or incurred by Lender or holder of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which any of them shall be a party, either as plantiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 5. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Borrower, its legal representatives or assigns, as their rights may appear.
- 6. Upon, or at any time after the filling of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint a receiver of said Promises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Londer hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure shall not and a deliciency, during the full salutory period of redemption, whether there be redemption or not, as well as during the pendency of such toreclosure its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deliciency in case of a sale and deliciency.
- 7. The Mortgage is given to secure all of Borrower's obligations under both the heretofore described Note and also Line of Credit Agreement executed by Borrower contemporaneously herewith. All the terms of said Note and Line of Credit Agreement are hereby incorporated by reference herein
- 8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in fleu of condemnation, are hereby assigned and shall be paid to Lender or the Holder of the Note, subject to the terms of any mortgage, deed or trust or other security agreement with a flen which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided

bs that e made without Lender's and the Holder's of the in this Mortpage for disposition or settleme Note consenting to same. 9) Extension of the time for payment, acceptance by Lender of the Holder of the Note of payments other than according to the terms of the Note, modification in payment terms the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein shall not operate to elease, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender or the Holder of the Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by said party. Any such waiver shall apply only to the extent specifically set torth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other lions or charges by Lender or Holder of the Note shall not be a waiver of Lender's right as otherwise provided in this Mortgage or accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage. 10. The covenants and agreements herein contained shall bind, and the rights hereunder shall inuse to, the respective successors, helds, legatees, devisees and assigns of Lender not the coverants and agreements never contained shall be included and beforewer. All coverants and agreements of Borrower (or Borrower's successors, heirs, legates, devisees and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encumber that Borrower's interest in the Premises under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lander and Holder of the Note and any other Borrower hereunder may agree to extend, modify, lorbear, or make any other accommodations with repeat to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Premises. 11. Lender has no duty to examine the fille, location, existence or condition of the Premises, nor shall Lender be obligated to record this Mortgage or to exercise any power herein given unloss expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Lender, and it may require indomnities satisfactory to it before exercising any power herein given. 12. Lender shall release this Mortgage and the iten thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid; and Lender may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Lender the Note representing that all indebtedness hereby secured has been paid, which representation Lender may accept as true without inquiry. 13. Lender or the holders of the Note shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 14. The Note secured hereby is not assumable and is immediately due and payable in full upon transfer of title or any interest in the premises given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Mortgage. In addition, if the premises is sold under Articles of Agreement for Deed by the present lifle holder or any beneficiary of a title holding Trust, all sums due and owing hereundor shall become immediately due and payable. 15. Any provision of this Mortgage which is unenforceable or is invalid or contrary to the law of the United States or the inclusion of which would affect the validity, legality or enforcement of this Mortgage, she'll be of no effect, and in such case all the remaining forms and provisions of this Mortgage shall subsist and be fully effective the same as though no such invalid portion had every be an included herein. 18. If this Mortgage is executed by a Trust. executes this Mortgage as Trustee a. Joresaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by Trustee and the Holder of the Nr. herein and by every person now or hereatter claiming any right or security hereunder that nothing contained herein or in N/A the Note secured by this Mortgage s'all be construed as creating any liability on N/A personally to pay said Note or any interest that may a.c. ... the secured here by shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this winer shall in no way affect the personal flability of any co-maker, co-signer, endorser or guarantor of said Note. IN WITNESS WHEREOF, Borrower(s) has/have included this Mungage. Individuals Bottown ont personally but as I tustee aloresaid ATTEST: STATE OF ILLINOIS SS: COUNTY OF COOK I, the undersigned, a Notary Public in and for said County, in the State alcresaid, DO HEREBY CERTIFY that his wife CAHILL and MARILYN G. CAHILL, personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before n.e. his cay in person, and acknowledged that they signed, soaled and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set onth, including the release and waiver of the right of homestead July GIVEN under my hand and official seal, this_ ___ day of____ My Commission Expires: "OFFICIAL SEAL" Ruth Hayman Notary Public, State of Illinois My Commission Expires May 2, 1993 STATE OF the undersigned . and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT President of personally known to me to be the.

that he such officers they signed and delivered the said instrument as such officers they signed and delivered the said instrument as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein sail forth.

GIVEN under my hand and Notarial Seal, this ... _____day of . . A.D. 19

My commission expires

Notary Public

This instrument was prepared by and please mail to: H. M. Lipsey. Vice President LaGrange Federal Savings and Loan Association One N. LaGrange Road, LaGrange, II. 60525