

92501155

CHIS MORFOAGE made this

MEDICAN HE SECTIONS A ROMAN

#18-proving Fand

YORK STATE BANK

Borrown is indebted to Bank in the maximum principal sum of

WITNESSETH, that:

, 19 977, between

DEPT-01 RECORDING

\$25,00

T\$8888 TRAN 9658 07/09/92 14:57:00 *-92-501155

COOK COUNTY RECORDER

GENCY THRUSAND AND COZIDO

@ 80,000.00

) DOLLARS, or

"Bank"

the aggregate amount of all advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement between Bank and Borrower ("Louis Agreement") of even data barewith, whichever is less, which indebtedness is avidenced by the Louis Agree ment and the Home Equity Line of Credit Variable Interest Rate Promissory Note of even date berewith ("Note") providing for monthly in quillings, of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and proyable on demand or after tive (5) years from the data of this Mortgage. However, in no event shall the final payment of the Note, includies) the total on standing principal balance and any accroed and unpaid interest, fees and charges, be due later than litteen (19) years from the data to real. Bank will provide Borrower with a final payment notice at least 90 days before the final payment must be in sele-

Interest on the Note is got rained for each monthly billing period by applying a daily puriodic rate to each day's ending loan burance. The daily periodic rations, vary from month to month; it is set at the beginning of each monthly billing puriou and remains construct during that monthly billing, Canod. The clasty persons rate is 1/365th for 1/366th in the case of loap years) of the Annual Por ontago hate applicable to that the endy billing period fearting to five decimal pieces). The ANNUAL PERCENTAGE RATE will be), pois out (~ -3.590 %) per annum to the Prime Rate as reported in the Money Rate donorminal by adding a maram of determined by adding a margin of $\frac{1}{2}$ precent ($\frac{1}{2}$ 0.590%) for amount to the Prime Rate as reported in the Money Rate and from all the Wall Street Tournal on the D's juranosa day of such billing pedad (the "Prime Bate"). The maximum interest rate the interest is a condition of the contract Except for the property of the condition the amount by which the rate can change during

TO ST CHRE to Back (a) the repayment of the warblodness evidenced by the Note, with interest thoroun, and all renewats, exton wars, not mortifications, (b) the payment of all obor sense, with interest, advanced in accordance herewith to protect the security of the Macepage, and (c) the performance of the cover into part agreements of the Borrower berein contained, the Borrower does belong MODITGATE, CHARLAND CONVEY to the Bank their lewing described property located in 2004. Blinois, hereby releasing and waiving all rights uniter and by visible of the Homestoad Exemption Laws of the State of Illinois

THE THE THE LOCAL DESIGNATION OF THE PROPERTY OF THE SECOND STREET OF THE SECOND SECON THE RESERVENCE OF STREET OF THE PROPERTY OF THE STREET OF THE LAND OF THE PRESENCE OF THE PROPERTY OF COUNTY STATES OF

which has the common address of

POPERTY OF LIBERTAL 网络克利马利斯 医克朗氏 医克里特

 $C^{periperty}$ A Life x_{t+1} and the permanent index minibur of $z_{t+1}^{periperty}$ $S_{t+1}^{periperty}$

FORE ITER with all the improvements now or beneather erected on or attached to the property, and all easements highls, appartners as each regulties, mineral, oil and gas rights and profits, water rights and stock, including and condemnation proages to, and all frequestics or homeafter attached to the proporty, all of which, including raplacements and additions therato, shall be I samed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, togethor violasaid property are horomatter returned to as the "Property"

convoyer community that Bacower is lawfully versud of the untale bereby convoyed and has the right to mortgage, grant and conver, the Property. that the Property is monormblered, exclipt for encumbrances of record. Borrower warran sound will defend generally the the to the Property against all claims and demands, subject to any encumbrances of record. Them is a m^2 a mortgagn from Borrower to

at it out

and recorded as document number

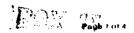
The bear of this Mortgage socures payment of any existing indebtadries and future advances made pursuant to the Note to the same exhibit as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance inside at the time this Mortgage is executed and without regard to whether or not there is any indebtedness partitionalistic al tractions any advance is made.

the domover has the right to prepay the principal amount outstanding of the Note, in whole or in part, at any time during the

COVENANTS. Borrower and Bank coverent and agree as follows

- 1. Payment of Principal and Interest. Bossowis shall promptly pay when due the principal of and interest on the indiploment, evidenced by the Note.
- Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Hank, Borrower shall pay to Bank on the day monthly installments of principal and interest are payable under the blote, until the Note is paid in full, a sum (herein Second 2) separate one-tworlth of the yearly taxes and as esciments which may attain priority over this Mortgage, and ground rents. on the Property, it any, plus one twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly promium in stailments for mortgage insurance, if any, ah as reasonably estimated initially and from time to time by Bank on the basis of access ament, and talls and prasonable estimates thereof





The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Bank if Bank is such an institution). Bank shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Bank may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, unless Bank pays Borrower interest on the Funds and applicable law permits Bank to make such a charge. Borrower and Bank may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Bank shall not be required to pay Borrower any interest or earnings on the Funds. Bank shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The funds are piedged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Bank, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground tents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Bank any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Bank to Borrower requesting payment thereof.

Upon payment in full of all aums secured by this Mortgage, Bank shall promptly refund to Borrower any Funds held by Bank. If under paragraph 18 hereof the property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior tricke sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sums sec and by this Mortgage.

The requirement of this paragraph 2 shall not be applicable if the property is encumbered by a prior first lien mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under paragraphs 7 and 18 hereof. then to interest payable on the Vote, and then to the principal of the Note
- 4. Prior Mortgages and Gee a of Trust; Charges; Liens. Borrower shall fully and timely perform all of the Borrower's obligations under any mortgago, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Propirty which may attain a priority over this Mortgage in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Brirrower making payment, at least ten (10) days before due, directly to the payee thereof. Borrower shall promptly furnish to Bank all noti, es of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank receipts evidencing such payments.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as the Bank may require. Borrower snall main ain Hazard insurance for the term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (() the maximum insurable value of the Property or (b) the amounts of the Line of Credit evidenced by the Note and secured by this Mort gage, plus the amount of any obligation secured in priority over this Mortgage. The insurance carrier providing the insurance shall be sharen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be quirt in the manner provided under Paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to the Bank and shall include a stalled mortgage clause acceptable to the Bank Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien that has or appears to have priority over this horigage. Borrower shall promptly funish to Bank all receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security as cement with a tien that has or appears to have priority over this Mortgage, insurance proceeds shall be applied to restoration of repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is no. thrieby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Borrower abandons the Property, or if Borrower fails to respond to Bank within 30 days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim. Bank is authorized to collect and apply the insurance proceeds at Bank's , ption either to restoration or repair of the Property or to the sums secured by this Mortgage.

- If under paragraph 16 hereof, the propert, 15 individed Bank, all right, title and interest of Borrows: to any insurance policies and to the proceeds thereof resumpting transfer and to the sales or acquisition shall pass to Bank to the extent of the sums secured by this Morrows to any insurance policies and to the proceeds thereof resumpting transfer and the Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums secured by this Morrows to Bank to the extent of the sums of the Property and shall comply with the provisions of any lease is talk Morrows. The sum of the extent of the sums of the Property and shall comply with the provisions of any lease is talk Morrows. The sum of the sum of the Property and shall comply with the provisions of any lease is talk Morrows. The sum of the sum of the Property and shall comply with the provisions of any lease is talk Morrows. The sum of the Property and shall comply with the provisions of any lease is talk Morrows. The sum of the Property and the sum A unique of unique expectantation or covenants creating or governing the condevelopment, Borrowar shall α_{ij} for α_{ij} /61 prine_r: if , es , dominium or planned unit dev. tuent documents. If a condord juin ... if $n_{i,j+1}$, m_i n_j alc N_i and r_i deriven secuted by Borrower and recorded together with this is such the explaining indexposited into and shall amend and supplement the covenants Morlgage, the covenants and reem e and agreements of this Worth, , i.e as ${\cal F}$ 136 We - a a amof
- 7. Protection of pengals Security 11 8 per and 11 8 per and 12 per large the Covenants and agreements contained in this Mortgage, or if any action or parcending congren a white materials affects the Bank's Interest in the Property, including, but not limited to, eministrationals. Insolve γ_{ij} adoption γ_{ij} and γ_{ij} or arrangements or proceedings involving a bankrupt or decedent. then Bank at Bank's potion, Gijon notice 🛴 Both, we procke such at bearances, disburse such sums and take such action as is necessary to protect Bank's interest, in a lifting, but the firm of to, disbursements of reasonable attorneys' fees and entry upon the property to make repairs, if pank required mortgag insurs ace as a condition of making the toan seculad by this Mortgage, Borrower shall pay the premiums required or maintain truch insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrowers and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Bank pursuant to this paragraph 7, with interest therson, shall become judditional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, suc-amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Bank to incur any expense or take any action hereunder.

- 8. Inspection Bank may make or cause to be made reasonable outries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's Interest in the Property
- 9. 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 Bank, subject to the terms of any mortgage, deed of 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. Bank is hereby irreverably authorized to apply or release such moneys received or make sattlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard manners. No nettlement to condemnation damages shall be made without Bank's prior written approval.
- In Burrower Not Released Extension of the time for payment, acceptance by Bank of payments office according to the terms or the Note or modification in payment terms of the sums secured by this Mortgage granted by Bank to any successor in interest of Borrower shall not operate to release, in any manner, the !ability of the original Borrower and Borrower's successors in interest. Bank 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's successors in interest.
- th. Forbearance by Lender Not a Walver. Any forbearance by Bank in exercising any right or remedy becomes, or otherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. A waiver as to one event shall not be consider as continuing or as a waiver as to any other event.
- 12. Remedies Camulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or a forded by law or equity and may be exercised concurrently, independently or successively.
- 13. Successors and assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein shall bind, and the rights hereunder shall rower to, the respective heirs, legatees, deviaces, successors and assigns of the Bank and Borrower, subject to the provisions of plan typaph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of the Mortgage are for convenience only and are not to be used to interpret or define the provisions bereat.
- 14. Notices: Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to florrower shall be given by marine, such notice by certified mail addressed to Borrower at the Property Address or at such other excitings as a florrower may designate by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by certified mail to the Bank's address stated here aco, to such other address as the Bank may designate by notice to Borrower as provided herein. Unlines otherwise specifically one ided, any notice provided for in this Mortgage shall be deemed to have been given to florrower or Baret when given in the manner designated berein.
- 15. Governing Law; Severability. This Mortgage shall be governed by Federal law and the faw of filmos. In the event that any provision or clause of it is Mortgage or the Note shall be drudged invalid, illegator unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and stating affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this or differ provisions of the Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorney." Las" include all sums to the extent not prohibiled by applicable law or bringles) herein.
- 18. Borrower's Copy. Borrower shall be given a conformed copy of the Note, the Loan Agreement and this Mortgage at the time of electrons or after recordation hereot.
- 17 Fransfer of the Property; Due on Sale if all or any part of the Property or any interest in it is sold or transferred (or if a penetricial interest in Borrower is sold or transferred and Borrower is not a recurst person) without Bank's prior written consent. Hank many at its option require immediate payment in full of all sums secured by the Mortgage.

If Black corcines this option, Bank shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may give all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Bank may invoke an immedies parmitted by this Mortgage without further notice or demand on Borrower.

The option granted to Bank under this paragraph 17 shall not be exercised by Hank if such exercise is prohibited by Federal

18. Definit: Acceleration. Borrower shall be in default under this Mortgage if (b) Borrower i gayes in fraud or material members entation or connection with the Ei C, (ii) Borrower does not meet the repayment terms for any out, it utting balance as provided in the Note, the Loan Agreement or this Mortgage, (iii) Borrower's action or inaction adversely atfact. The Property or the Bank's registry in the Property sections the ELC, (iv) the value of Property declines significantly below as approved value for purposes of the ELC, (v) the Bank reasonably believes that the Borrower will not be able to meet the repayment requirements due to a material change in Borrower's hearistal circumstances, (v) Borrower is in default of a material obligation under the bete, the Loan Agreement or impairs the Bank's security inferest such that the value of the interest is less than 120 percent of the could line, or (viii) a regulatory agency has notified the Bank that continues Advances would constitute an initial and descend practice.

or the exercit of a default under subparagraphs (ii), (iii) or (iiii) above, Bank may refuse to make any further Advances and may less runate the Lean Agreement and lat Blink's option declare the entire Principal amount outstanding under the Note and accrued in tops to the immediately due and payable and foreclose the Mortgage by judicial proceedings. The Bank may exercise the option to acceler the dimminal any such default by Borrower regardless of any prior forbearance. During any default under subparagraphs (ex), (x), (x)), (x)), (x)) or discontainly period in which the ANNSIAL PERCENTAGE BATE corresponding to the periodic rate reaches the maximum rate allowed under the Loan Agreesment (Bis "rap"), the Bank may refuse to make any additional extensions of credit or reduce Remover's credit hint.

19. Borrower's Right to Boinstate. Notwithstanding Bank's acceleration of the sums second by this Mortgage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued at any time prior to entry of a judgment meter ing this Mortgage if (all Borrower pays Bank all soms which would be there due under this Mortgage and the Note had no acceleration occurred. (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, e it for over pays all measurable expresses incurred by Bank in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Bank's remedies as provided in paragraph. Bit hereof, including, but not bread to reasonable altonous ties, and (b) Borrower takes such action as Bank may reasonably require to assure that the lien of this Mortgage. Bank's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimplied. Upon such payment and size by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no excendation had occurred.

20. Assignment of Rents; Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 hereof, or abandonment, and at any time prior to the expiration of any period of redemption following judicial sale, Bank, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property, and collect the rents of the Property, including those past due. All rents collected by Bank or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

- 21. Time of Essence. Time is of the essence of this Mortgage, the Note and the Loan Agreement.
- 22. Release. Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordations of any documentation necessary to release this Mortgage.
 - 23. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
- 24. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

IN WITNESS WITEREOF, the undersigned has signed this Mortgage on the day and year first above written at

ழுமுரை Illinois. JOY OF

NAME

STATE OF ILLINOIS

COUNTY OF PRIMARE

, a Notary Public in and for said County. in the State aforesaid, DO HEREBY CERTIFY THAT HADE, YELD, \$50,5 MAYOR \$ \$20,000 personally known to me to be the same person(s) whose name(s) (iii) (cire) subscribed to the configuration instrument, appeared before me this day in person and acknowledged that $-\epsilon_{\rm BS}$ signed, sealed and delivered the said instruments as: \$11 for the uses and purposes therein set forth, including the release and wair er of the rig iomestead.

GIVEN under my hand and notarial seal this

20 day of _f _i _i tree and voluntary act.

OPEIDIAL SEAL DAVID M. JOHNSEN TUTARY PUELIU, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/7/98

THIS INSTRUMENT WAS PREPARED BY:

DAVES MU JOHNSON YOUR GYATE BANK 534 South York Rose FEMALESTS / TELETHORS / 0127 RETURN TO:

My commission expires:

ELC LOAR DISSEL C YORK GIATE ASWK 576 COMMIN TUNE BOSE EL MOTOSI, INCINCIS FOIDS

BOXIS

92501155