HOLDER OF CREDIT MORTGAGE AND ADDRESS OF A LaSalie Talman Bank ... day of ANGUES. , 19 2 between the Mortgagor. This Equity Line of Credit Mortgage is made this Peter Katona & Rosann Katona, his wife, as joint tenants (therein "Borrower"), and the Mortgagee LaSalle Talman Bank, a federal savings bank whose address is 4901 West Eving Park Road, Chicago, Illinois 60641 (therein "Lender") , pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$20,000.00 plus interest. Perrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 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 August 21st 1992 , together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repuid bAugust 20th, 1999 , **20** (Ihe "Finsi Méturily Dále"). To Secure to Lender the repayment of the Loans made pursuant to the Agreement as amended or modify, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the convenients 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 COOK , State of Illinois Lot 20 in Block 1 in Kinsey's Irivng Park Boulevard Subdivision of the Southeast i of the Southwest i (Except the East 10 feet thereof) of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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\$5169 \$ \$\infty -92 -625634 4100 N. Oriole, Norridge, IL. 60634 . CODK COUNTY RECORDER which has the address of (herein "Property Address"):

Together with all the improvements including inherenter erected on the property, and all essements, 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 to be 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 lea ehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized 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 title to the Proporty against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to energie in any title insurance policy insuring Lender's Interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows:

P.I.N. 12-13-313-040

- Payment of Principal and Interest. Borrower shall promotly pay when due the principal or, interest on the Loans made pursuant to the Agreement, together with any less and charges as provided in the Agreen ent
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance made for Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement
- Charges; Liens. Borrower shall pay or cause to be paid all taxes, asset sments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or groun/, rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrovier shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the fille insurance policy insuring Lender's interest in the Property; provided, that Burn wer 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 lion in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to provint the enforcement of the lien or forfeiture of the Property or any part thereof
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter elected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and if, such amounts and for such periods as Lender may request, 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 Lenuer provided, that such approval shall not be unreasonably withheld. All promiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be form acceptable to Lender and shall include a standard n ortgage clause in favor of and in a form acceptable to cender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premuirns. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, 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 Procety demaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums security of this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 this from the date notice in molled by Lender to Berrower that the insurence carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the essammer 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 dayments 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 resulting 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

- 5. 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 bylews and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider 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 Mortgote as if the rider were a part hereof
- A Protection of Lander's Security. If Borrower falls 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 mortgages, 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 Lander pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Londer 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 to 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 Borrowei notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property
- 8. Condemnation. This Proceeds of any sward or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part hereof, or for conveyance in flew of condemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial

Unless Lander and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postporie the due date of

any payment due under the Agreement or change the amount of such payment

- Borrower Not Released, Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender 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 interest. 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 interest
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by application law, shall not be a waiver 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 Lander shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by this Mortgage
- 11, Remedies Cumulative. 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.
- 12. Successors and Assigns Sound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall Inure to the respective successors and assigns of Lender and Borrower. All covenats 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 finance 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 Mortgage 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 designing 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 addr as 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 porrower or Lender when given in the manner designated therein.
- 14. Governing Law; Severability in a 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 Agreement which can be given effect without the conflicting n ovision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable
- 15. Borrower's Copy, Borrower shall be jurnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation
- 16. Revolving Credit Loan. This Mortgage is grien to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether 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 same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be ro 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 lien 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 office 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 total univaid balance of indebtness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other documer (with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 20,000.00 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedners being hereinafter referred to as the "maximum amount secured hereby")This Mortgage shall be valid and have priority over all subsequent liens and accumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured liereby
- 17. Termination and Acceleration. Lender at its option may terminate the Evalibility of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and rowce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower's payrons or mactions adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Prope ty Fr 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 a ris enally false. The Lender's security shall be presumed to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (5) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by jurifical proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's less, and cruts o' documentary evidence, abstracts and title reports
- 18. Transfer of Ownership. If all or any part of the Property or any interest in it is sold or transfer. of Cv. if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without Lender's prior written concert, Lender may, at its option, require immediate payment in full of all surns secured by this Mortgage. However, this option shall not be exercised by Linner of exercise is prohibited by federal law as of the date of this Mortgage

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Betrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandon will 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 entitled to enter upon, take possessing and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be expt. differs 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 honds and reasionable

attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those registerations.

20, Walver of Homestead, Borrower hereby waives all right of homestead exemption in the Property In Witness Whereof, Borrower has executed this Mortgage Peter Katona Type or Print Name 1-360 1-30 161176 State of Illinois Rosann Katona 88 County of _CQNK Type or Print Name the undersigned a Notary Public in and for said county and state, do hereby certify that Peter Katona and Rosann Katona, his wife, as joint tenants are to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in pers that the y signed and delivered the said instrument as their free and voluntary act, for the uses and purpor August 21st وفع ما Given under may hand and notarial seal, this (SEAL) My Commission Supplied Color to State See See And react words of the transfer he there LASALLE TALMAN BANK, FSB

Erving Park Rd.,

Chgo 60643