aSalle Bank Lake View

borrowed under the Agreement plus interest thereon must be repaid by ......QCT.....2Q...

OCT.

This Equity Line of Credit Mortgage is SONIA COSSIO, DIVORCED,

COOK the County of \_\_\_\_\_CO . State of Illinois:

EQUITY LINE OF CREDIT MORTGAGE

NOT

1999

whose address is 3201 North Ashland Avenue, Chicago, Illinois 60657 (therein "Lender").

10-32-415-022 P.I.N.

COOK COUNTY DE INCOS 1992 OCT -1 PH 1: 05

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which has the address of (herein "Property Address"): 6541 N. CALDWELL CHICAGO, ILLINOIS 60646

Together with all the improvement, not are hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water right and water stock, and et 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 Justehold) are herein referred to as the "Property."

Borrower covenante that Borrower is lawfully exited of the earate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the little to the Property against all claims and demands, subject to any mortgages, declarations, essements or restrictions listed in a schedule of exceptions to collection any little insurance policy insuring Lender's interest in the Property.

Covenants, Borrower and Lender covenant and agree as follows:

- Payment of Principal and Interest. Borrower shall premptly pay when due the principal or, interest on the Loans made pursuant to the Agree together with any fees and charges as provided in the Agreer en
- Application of Payments. Unless applicable law provides our row is, all payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance nice ay Lender pursuant to this Mortgage, then to interest, fees and charges playable pursuant to the Agreement, then to the principal of Louns outstanding under the Agreement.
- Charges; Liens. Borrower chall pay or cause to be paid all taxes, asser smer ts and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leastihold payments or given fronts, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borro ver shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has pri after over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that do rower 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 like in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, tegal proceedings which operate to pray int 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 erected on the Property insured against loss by fire, hazards included within 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 Lenrier, provided, 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 thereof shall be form acceptable to Lender and shall include a standard mortgage clause in layor of and in a form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notic is and all receipts of paid premulms. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof or 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 poerty damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby Impaired. If such restoration is repair is not economically 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 Borrower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 fays from the date notice is mailed by Lender to Borrower that the insurance parrier offers to settle a claim for insurance benefits. Lender is authorized to unlist 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 viriling, 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 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. Proservation and Maintenance of Property; Lesseholds; 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 rider is executed by Borrower and recorded together with this Mcrigage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements or this Mortgage as if the rider were a part hereof.
- 6. Protection of Lender's Security. If Borrower fails to perform the coverants 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, inscivency, 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 to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lander 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 Borrower 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 consequential, in connection with any condemnation or other taking of the Property, or part horself, or for conveyance in tieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial

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taking of the Property, or part hereof, or to restrict the sum of a total or partial taking of the Property, the proceeds of the belief to the sums regulad by this Mortrage, with the packets of any, paid to Borrower.

If the Property is sbandoned by Borrower and the regular of Eprower that the colormon offers to make an award or settle a claim for

damages, Borrower falls to respond to Lender within 30 days after the date such notice is mailed. Lender is 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.

- 9, 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 it. 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 Sorrower and Sorrower's successors in interest.
- 10. Forbearance by Lander Not a Waiver, 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 Lender shall not be a waiver of Lender's right to accelerate the meturity 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 covenets 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 cerified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lander as provided herein, and (b) any notice to Lender shall be given by certified mall, return receipt requested to Lender's address stated herein or to such other advices 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. 19 Borrower or Lender when given in the manner designated therein.
- 14. Governing Law; Several ally. 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 co. iffic a with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting prevision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy, Borrower shall but it mished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whe far 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 examt as if such future advances were made on the date of the execution of this Mongage, although there may be no advance made at the time of exclution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The tien 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 (npaid balance of indebtness secured hereby (including diabursements which the Lendar may make under this Mortgage, the Agreement, or any other document with respect therein) at any one time outstanding shall not exceed a maximum principal amount of \$ 140,000.00 \_\_\_\_\_ plus interest thereon and any disbursements made for payment of layer appoint accommode any disbursements made for payment of layer appoint accommode any disbursements made for payment of layer appoint accommode any disbursements. the Property and interest on such disbursements (all such indebt idn is being hersinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and ancumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount securer hereby.
- 17. Termination and Acceleration, Lender at its option may terminate the avail ability of loans under the Agreement, declare all amounts owed by Borr to Lender under the Agreement to be immediately due and psyable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrow r's actions or inactions adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lander 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 of materially 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, transferrer, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortue at (b) Borrower falls to comply with any covenant or agreement In this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by jt dical proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's feed, and or any of documentary evidence, abstracts and title reports.
- efer of Ownership. If all or any part of the Property or any interest in it is sold or trans erred for 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 consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lvider if 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 hereun Jer, Borrower hereby assigne to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandon ment 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 a y period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take pot sess on of and manage the Property and to collect the rants of the Property including those past due. All rents collected by Lender or the receiver shall be repaided 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 reazonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for the count on the count of the count on the count on the count of the count on the count on the count of the count on the count on the count of the count of the count on the count of the coun

20. Waiver of Homestand. Borrower hereby waives all right of home	estead exemption in the Property.	<b>6</b>
In Witness Whereof, Borrower has executed this Mortgage.	Avia Co.	;
	SONIA COSSIO	Borrower
	Type or Print Name	,
State of illinois		Barrana
County of COOK	Type or Print Name	Borrower
, the undersigned	a Notary Public in and for said count	ly and state, do hereby certify that
SONIA COSSIO, DIVORCED, NOT SINCE REMA	RRIED	, personally known to me
to be the same person(s) whose name(s) WAS subscribed to the	s foregoing instrument, appeared before me this	s day in person and acknowledged
thatS hesigned and delivered the said instrument as	HER free and voluntary act, for the u	ses and purposes therein set forth.
Given under may hand and notarial seal, this 23RD de	ey of <u>SEPT.</u> , 19 <u>92</u>	
MY Commission Expires 2/21/96	ce M Jell Notary	y Public BANK LAKE VEV

Prepared by and return to: LISA L. AGUDA

MAR DZ

FORM NO:3484LY