

This mortgage is subject and subordinate to that mortgage dated October 2nd, 1992, made by William R. Bobbitt and Rosalyn M. Bobbitt to LaGrange Federal Savings & Loan Assoc. in the amount of \$8,600.00, recorded as Doc. No. 92744949

LN # 01-7267488-3

UNOFFICIAL COPY

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TO SECURE REVOLVING LINE OF CREDIT

THIS INDENTURE, made the 30th day of September, 1992, between WILLIAM R. BOBBITT AND ROSALYN M. BOBBITT, his wife

(the Borrower's) and LA GRANGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, whose address is One North LaGrange Road, LaGrange, Illinois (herein "Lender").

Concurrently herewith Borrower has executed a Line of Credit Agreement to open a line of credit with LaGrange Federal and has executed a Promissory Note made payable to LaGrange Federal in the principal amount of Seventy Five Thousand and No 100

(\$ 75,000.00) Dollars to evidence the maximum loan under the Line of Credit Agreement which shall bear interest on the unpaid principal balance from time to time at a per annum rate as hereinafter described. The Note evidences a revolving credit and the lien of the Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Mortgage or whether there is any outstanding indebtedness at the time of any future advances. Payments of all accrued interest on the then outstanding principal balance of the Note, at 1.000 per cent above the index rate as hereafter defined, shall commence on the 15th day of November, 1992

and continue on the 15th day of each month thereafter with a final payment of all principal and accrued interest due on October 31st, 2002. The "Index Rate" of interest is a variable rate of interest and is defined in the Note as the rate of interest to be determined on the first business day of each month during the term hereof.

To secure the payment of the principal balance of and all interest due on the Note and performance of the agreements, terms and conditions of the Line of Credit Agreement, and for other good and valuable consideration, the Borrower does hereby grant, remise, mortgage, warrant and convey to the Lender, its successors and assigns the following

described real estate of the County of Cook and State of Illinois, to wit:

Lots 43, 44 and 45 in Block 1 in Sweets Addition to Fairview Subdivision of Western Springs, a Subdivision of the East half of the North half of the Northwest quarter of the Northwest quarter of Section 8, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded August 1, 1888 as Document Number 987863 in Cook County, Illinois.

COOK COUNTY, ILLINOIS FILED FOR RECORD

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TAX IDENTIFICATION NUMBER: 18-08-102-013-0000

commonly known as 4708 Howard Western Springs, Illinois, 60558 hereby releasing and waiving all right under and by virtue of any homestead exemption laws, together with all improvements, rights, easements, fixtures and appurtenances thereto belong, and all rents, issues and profits thereof and all apparatus, equipment or articles now or hereafter located on the real estate and used to supply heat, gas, air conditioning, water, light, power, refrigeration and ventilation, 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 conveyed 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 warrants 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 repair, restore or rebuild any buildings or improvements 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 superior to the lien hereof; (4) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (5) refrain from making material alterations in said Premises except as required by law or municipal ordinance; (6) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service 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 or do protest in the manner provided by statute, any tax or assessment which Borrower may desire to contest; and (8) keep all buildings and improvements now or hereafter situated on 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 secured hereby 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 mortgagee which has a priority lien, if 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.

2. At the option of the holder of the Note and without further notice to Borrower, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in the Mortgage to the contrary, become due and payable (i) after the date on which any payment of principal or 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 Line 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 Credit Agreement or this Mortgage, whether maker, endorser, guarantor, surety or accommodation party; or (iv) if any party liable on the Note, whether as maker, endorser, guarantor, surety, or accommodation party shall make an assignment for the benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against any such party and if filed 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 Borrower and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment upon the failure of Borrower to do so. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Lender 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 payable without notice and with interest thereon at the rate per annum set forth in the Note. Inaction of Lender or holder of the Note shall never be considered as a waiver of any right accruing to them or 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 Note or the certificate 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 payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the holder of the Note or Lender shall have the right to foreclose the lien hereof. In any suit to foreclose the lien 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, telegraphers' 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 examinations, 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 plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) following fifteen (15) day written notice by Lender to Borrower, preparations 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 surplus to Borrower, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint a receiver of said Premises. 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 Lender 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 suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Borrower, 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 to 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 deficiency in case of a sale and deficiency.

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 lieu 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 lien 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

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