EQUITY LINE OF CREDIT MORTGAGE AND LASAILE Bank Matteson
EQUITY LINE OF CREDIT MORTGAGE BOOK Matteson This Equity Line of Credit Mortgage is made this This Equity Line of Credit Mortgage is made this This Equity Line of Credit Mortgage is made this
This Equity Line of Credit Mortgage is made this day of <u>Mortgagers</u> 19 , 26 , between the Mortgagers
Karen Datok and David Datok, her himband, (therein "Borrower"), and the Mortgagee LaSalle Bank Matteson, a state banking association whose address is 4800 Southwick Drive, Matteson, Illinois 60443 (therein "Lender").
Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated
19 $\frac{92}{100}$, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance
exceed \$ 23,700,00. plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 18 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 on erwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after ************************************
OULDIANE 3 1992 , together with interest thereon, may be declared dire and payable on demand. In any event, all Loans
borrowed under the Agreement plus interest thereon must be repaid by <u>October 3</u> , 200, 1999, (the "Final Maturity Date").

HOW 15, Block 1, a Subdivision of Lots 6 to 9 in Block 1 and of Lots 6 to 9 in Block 2 in Ridgewood Gardens Addition, being a Subdivision of the W. 1/2 of the Se 1/4 of Section 31, Town thip 36 North, Range 15, East of the Third Principal Meridian, in Cook County, 11.

(Except the right-way of the Chicago and Grand Trunk Railroad, as located through said Festives 31) in Cook County, 11.

PIN: 30 31 403 015

which has the address of the Chicago Avenue, tanging, Himois 60438

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 convenants 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

. State of Illinois:

Together with all the improvement: no realiter erected on the property, and all easements, 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 in beand in the property covered by this Mortgage; and all of the foregoing, together with said property (or leasehold estate if this Mortgage is or a fusional) 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 Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions tisted in a schedule of exceptions to coloring in any title insurance policy insuring Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agres as follows:

the County of

92757230

- 1. Payment of Principal and Interest. Borrower shall primptly pay when due the principal or, Interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides out or se, all payments received by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance inere by 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.
- 3. Charges; Liens Borrower shall pay or cause to be paid all taxes, asserisments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property Borro verightall, upon request of Lender, promotly furnish to Cender receipts exidencing such payments. Borrower shall promptly discharge any lide which hat the required to the lien of any mortgage disclosed by the little insurance policy insuring Lender's interest in the Property; provided, that the consumer shall not be required to discharge any such fien no long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest 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 it is not not 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 London provided, that such approval shall not be unreasonably withhold. 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 favor of and in a form acceptable to Lender. Upon request of Lender, Borrower shall promptly lumish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make profit to loss if not made promptly by Borrower.

Unloss Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or replate of Pulperty damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration, it 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 falls to respond to Lender within 50 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the presentation or repair of the Property or to the sums secured by this Mortgage.

Inless Lender and Borrowor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of Sany payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all sught, 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 Developmenta. Borrower shall keep the Property in good appar 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 unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations with development or covenants creating or governing the condominium 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 index 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 Mortgage as if this rider were a part hinreof.
- 6. Protection of Lander's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or preceeding 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, aminent 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 hisbursed by Lender pursuant to this paragraph 6, with interest thereoft, 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 thareof, 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 Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condemnation. The Rioceeds of any award 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 lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of stotal or partial.

taking of the Property, or part hereof, or for conveyance in fleu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total

or partial taking of the Property, the proceeds shall be applied to the some subtured by this two igags, with heaving some side and an award or settle a claim for damages, Borrower fails to respond to cancer within 30 days after the case such notice is mained. Londer is authorized to collect and apply the proceeds, at Lander'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 Lentler 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by this Mirrigage.
- 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 Bound; 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 Mortgege 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 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 address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be desired to have been gir an to Sorrower or Lender when given in the manner designated therein.
- 14. Governing Law; Severability. 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 comings with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable
- 15. Borrower's Copy, Barrawer F, all 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 1. given to secure a revolving credit toan and shall secure not only presently existing indebtedness under the Agreement but also future advances, the her 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 no 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 Murray 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 of ice 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 unpaid balance of indebtr,ass secured hereby fincluding disbursements which the Lender may make under this Mortgage, the Agreement, or any other dicument with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 23,700.00 ______ plus interest thereon and any dishursements made for common of the common o the Property and interest on such discursements (all such ind="indexs being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liers and uncumbrances, including statutory liens, excepting solely taxes and assessments levied on the Properly, to the extent of the maximum amount secural hereby
- 17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, 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) Son actions or inactions adversely affects any of the Lander's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or atstement furnished by Borrower to the Lender is found to be 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, traitering an enumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortrace, (b) Sorrower falls to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage typi dical proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's feet and costs of 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 transferred (or if the little to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without Lender's prior written contant. 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 bender 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 here: der, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or aba idonment 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 explication 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 pousess on of and manage the Property and in collect the rants of the Property including those dast due. All rents collected by Lender or the receiver shall be explied first to payment of the

attorney's fees, and then to the sums secured by this Mortgage. Lende	p, but not limited to receiver's fees, premiums on receiver's bonds and reasonable at and the receiver shall be liable to account only for three rents actually received.
20. Walver of Homestead. Borrower hareby waives all right of home in Witness Whereof, Borrower has executed this Mortgage.	setead exemplific in the Property. 92757230
(gor connia becobden	Katren De Bok Borrower
State of Hilinois County of COOK	Drivid DeBok Borrower Type or Print Name
the undersigned	, a Notary Public in and for sald county and state, do hareby certify that
to be the same person(s) whose name(s) subscribed to the that the y signed and delivered the said instrument as Given under may hand and notarial seal, this 3rd day	personally known to me to regular to me this day in person and advocaled god their free and voluntary act, for the uses and purposes thereigned to their yet October 19 92. Notary Public

FORM NO:3484M MAR 97

Prepared by and return to: Joseph L. Reinsma, 1701 River Oaks Drive Cal. City