

HOME EQUITY LINE OF CREDIT MORTGAGE

Account No. _____

This instrument was prepared by: **Ernst & Young**
Heritage Glenwood Bank

Mortgagor **Paul H. Barkan**

10301 S. Heford Street
Glenwood, Illinois 60425

Address **210 Pleasant Drive**

Glenwood, IL 60425

Mortgagor **Margaret J. Barkan**

Address **210 Pleasant Drive**

Glenwood, IL 60425

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10301 S. Heford Street
Glenwood, Illinois 60425
92765978
COOK COUNTY CLERK'S OFFICE

This Home Equity Line of Credit Mortgage is made this 9th day of October, 1992, between the Mortgagor, herein "Borrower", and the Mortgagee, Glenwood Bank, a Illinois Banking Corporation, a bank with its office at 10301 S. Heford Street, Glenwood, Illinois 60425 (the "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a Glenwood Bank Home Equity Line of Credit Agreement and the Lender has advanced the Borrower's cash on October 9, 1992, pursuant to which Borrower has transferred to Lender the sum of \$22,000.00 (the "Advance") to be used by Borrower for the purpose of paying the principal balance of a \$22,000.00 (the "Mortgage") previously advanced to the same Borrower out of the proceeds of the sale of the real estate described in the Agreement; and

TO HAVE IN LENDER the sum of the Advance of \$22,000.00 (the "Advance") advanced to Borrower, the amount of all other advances with interest thereon, advanced to Borrower, to be used by Borrower for the purpose of the purchase and acquisition of the real estate described in the Agreement, together with any interest, taxes and costs to be paid by Borrower in connection with the purchase of the real estate described in the Agreement, together with any interest, taxes and costs to be paid by Borrower in connection with the purchase of the real estate described in the Agreement.

Let it be covenanted and warranted by the Borrower to the Lender that the real estate described in the Agreement is a subdivision of part of the north half of the northwestern quarter of Section 4, Township 33 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number 32-04-130-067

which has the address of 210 Pleasant Drive, Glenwood, IL 60425 (the "Property Address").

THE BORROWER, with all the improvements now or hereafter existing on the premises, together with all the rights and interests therein, shall be deemed to be a part of the real estate described in the Agreement, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.

Borrower agrees that the Lender is hereby assigned the right to receive all payments due to the Borrower and the Borrower will accept and defend generally the title to the real estate described in the Agreement, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.

Borrower and Lender agree and agree as follows:

- 1. Payment of Principal and Interest.** Borrower agrees to pay to Lender the principal amount of the Advance and the interest thereon, together with any fees and charges payable by the Borrower.
- 2. Application of Payments.** Unless agreed to by the Borrower in writing, all payments made by the Borrower to Lender shall be applied to the principal amount outstanding under the Agreement.
- 3. Charges, Fees, Taxes, Insurance, and Repairs.** Borrower shall be responsible for the payment of all charges, fees, taxes, insurance, and repairs which may be assessed against the real estate described in the Agreement, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.
- 4. Hazard Insurance.** Borrower shall maintain hazard insurance on the real estate described in the Agreement, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.
- 5. Preservation and Maintenance of Property.** Borrower shall maintain the real estate described in the Agreement in good repair and condition, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.
- 6. Protection of Lender's Security.** Borrower shall not encumber the real estate described in the Agreement with any other liens, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.
- 7. Inspection.** Lender reserves the right to inspect the real estate described in the Agreement, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.
- 8. Assignment.** The proceeds of any sale of the real estate described in the Agreement shall be applied to the principal amount outstanding under the Agreement, and the Lender shall have a lien in priority to all other liens on this Mortgage in the event of a foreclosure sale of the real estate.

9. If a Cover Not Released. Because of the time for payment or modification of any other term of the Agreement or the Mortgage provided by Lender...

10. Performance by Lender Not a Waiver. Any performance by Lender in exercising any right or remedy under the Agreement or Mortgage...

11. Remedies Cumulative. All remedies provided in this Mortgage are disjunct and cumulative to any other right or remedy under the Mortgage or provided...

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind and the rights...

13. Notice. Except for any notice required under applicable law to be given in another manner, all notices to Borrower or Lender...

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision of this Mortgage...

15. Borrower's Copy. Borrower shall be provided a completed copy of the Agreement and of this Mortgage at the time of recording this instrument...

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, and shall become and stay presently existing indebtedness under the Agreement...

17. Acceleration; Remedies. If Borrower engages in fraud or material misrepresentation in connection with the Mortgage or the Agreement, or Borrower fails to meet the repayment terms...

18. Assignment of Rent; Appointment of Receiver. Lender in foreclosure, as additional security hereunder, Borrower hereby assigns to Lender the rents of the Property...

19. Waiver. Upon payment of all debts secured by this Mortgage and satisfaction of the Agreement herein, Lender shall release this Mortgage without charge to Borrower...

20. Witness of Homeowner. Borrower hereby appoints all persons named herein as witnesses to the Property.

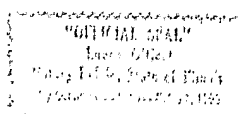
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Paul H. Burkman
Type or Print Name

Margaret J. Burkman
Type or Print Name

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned, County Clerk of Cook County, Illinois, do hereby certify that the foregoing instrument was properly recorded...

Notary Public
Type or Print Name



2025