## **DuPage Valley State Bar**

**EQUITY LINE OF CREDIT MORTGAGE** 

This Equity Line of Credit Mortgage is made th	12th	day of	NOVEMBER	. 19 <u>92</u> , between the Mortgagor,
ALVYDAS JONIKAS A	ND ZIVILE	JONIKAS (	HIS WIFE)	
	(herein *Borro	wer"), and the Mortgi	iges, DuPage Valley State	Bank, a banking association whose address is 3540
son Road, Woodridge, Illinois 605.17 (herein 1.)	ender*)			
Whereas, Borrower and Lender have entered 9.2 pursuant to which Borrower	may from time to time b	reat Agreement (the partow from Lender st	"Agreement") dated	pregate outstanding principal balance
				of in paragraph 16 below (herein "Loans"). Interest on
Loans borrowed pursuant to the Agreement is rower, all revoking loans outstanding under the r		ates and at the times	provided for in the Agreeme	int. Unless otherwise agreed in writing by Lender and
· ·				
OVEMBER 12	19 <u>99</u> , together with i	interests thereon, may	he declared due and payable	le on
nand. In any event, all Loans borrowed under the	Agreement plus interes	st thereon must be re	naid by NOV	EMBER 12
. 20 1 4 (the	"Final Maturity Date").	the Assessment of au	and reference	unions thereof with interest thetern the reumant of
To Secure to Lender the repayment of the Lo	oans made pursuant to	the Agreement all ext	ensions, renewals and refine	incings thereof, with interest thereon, the payment of
To Secure to Lender the repayment of the Lother sums, with interest thereon, advanced in rower contained herein and in the Agreement,	oans made pursuant to accordance herewith t	to protect the securi	y of this Mortgage, and the	performance of the covenants and agreements of
To Secure to Lender the repayment of the Loater sums, with inferest thereon, advanced in rower contained herein and in the Agreement, COOK. State of I	pens made pursuant to accordance herewith to Borrower does hereby librois:	to protect the security mortgage, grant an	y of this Mortgage, and the d convey to Lender the fol	a performance of the covenants and agreements of lowing described property located in the County of
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rty covered by this Mortgage; and all of the foregoing, together with said property (or feasehold estate if this Mortgage is or

referred to as the "Property." Borrower covenants that Borrower is lawfully seised of the as are newly conveyed and has the right to mortgage, grant and convey the Property, and that Borrow variant and defend generally the title to the Property against oil claims of demands, subject to any mortgages, declarations, assements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in 1 to Property.

nante. Borrower and Lander covenant and agree as follows

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the Loans made pursuant to the Agreement, together with any fe and charges as provided in the Agreement.
- 2. Application of Psyments. Unless applicable law provides otherwise, all payments raceived by Londer under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to into " see and charges payable pursuant to the Agreement, then to the principal of 2. Application of Payments. Unless applicable law provides otherwise, all payments received Loans outstanding under the Agreement.
- is; Liena. Borrower shall pay or cause to be paid all taxes, assessments and other charges, finer 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 mortinge disclosed by the title insurance policy insuring Lander's interest in the Property. Borrower 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 title insurance policy insuring ben'er's interest in the Property, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligator a secured by such lien in a manner acceptable to Lander, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to pre-air the enforcement of the liert of forfaiture of the property of any part thereof
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insurance a painst loss by fire, hazards included with the term 'extended coverage," and such other hazards as Lander may require and in such amounts and for such periods as Lander may require 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 not page on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval a half not be unreasonablely withheld All premiums on insurance policies shall be paid in a timely manner

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in fact of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish 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 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 Property damages, 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 seci. Ty 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 shundoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lander is authorized to collect and apply the insurance 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 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 pase 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; Conduminiums; 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 government. 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 shell amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lander'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 benkrupt or decedent, then Lander at Lander's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lander's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

e reparts.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shull become additional indebtedness of Sorrower secured by this Marigage. Unless
Any amounts disbursed by Lender pursuant to this paragraph 6, with interest, thereon, shull become additional indebtedness of Sorrower requesting payment thereof, and shall been siterest. Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lander to Borrower requesting payment thereof, from the date of disbursement at the rate psyable from time to time on outstanding principal under the Agreement, Nothing contained in this paragraph 8 shall require Lander to incur any expense or take any action hereunder

ection. 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 thereof related to Lender's interest in the Property.

8. Condemnation. The proceeds of any level of cla y could mnation or other taking of the Property, or part thereof, or for conveyance in lieu 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 the sums secured by this Mortgage, with the excess, if any, paid to Borrowe

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the data 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 other-lise 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 turm 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 applicable 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 indebtedness 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, hidependently 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 covenants and agreements of Borrower 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 fiance 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 mist, add exaed 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 give , 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 intring provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 14. Governing Law, Severability. This wire go go she'll 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 what 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 Agr. sment are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished 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 ject it is revolving credit loan and shall secure not only presently axisting indebtadness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lander, of 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 ear ution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtadness secured hereby outstanling at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtadness secured hereby, including future advances, from the time of its filing for 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 tiny, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$2.5 \( \text{OUO} \cdot \text{OU} \) plus interest thereon and any disbursements in any fix payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "nic in um amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and essecured in the Property, to the extent of the maximum amount secured hereby.
- 17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts awad by Borrower to lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgag (if ( ) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lar er'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 (clary polication or statement 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 any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumber also subordinate to this Mortgage, (b) Borrower falls to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this (for gane by judicial proceeding, Lander shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.
- 18. Assignments of Rents; Appointment of Receiver; Lender in Possession. As additional security hereur fer, Burrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment 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 explicit of any period of redemption following judicial sa Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manual "in Property and to collect the rents of the Property including those past due. All rents collected by Lender of the receiver shall be applied first to payment of the costs of the lagurant of the Property and collection of recita, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums section by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage witho it charge to Blorrower, Lender shall pay all costs of recordation, if any

20. Waiver of Homestead. Sorrower hereby waives all right of homestead examption	in the Property? Afon las			
	ALVYDAS JONIKAS Borrower			
	Type or Print Name  TWILL Drukes			
State of Illinois	ZIVILE JONIKAS Borrower			
County of (1) (1)	Type or Print Name			
IN WITNESS WHEREOF, Borrower has executed this Mortgage.	, a Notary Public in and for said county and state, do hereby certify that			
The state of the s	bed to the foregoing instrument, appeared before me this day in person and acknowledged			
that he signed and delivered the said instrument as	The free and voluntary act, for the uses and purposes therein set forth.			
(SEAL) My Commission Expires	Nortary Public M Solveyuspi			
Given under my hand and notarial seal, this	OFFICIAL SEAL"			
This Instrument Prepared By: DuPage Vallay State Bank 3540 Hobson Road Woodndge, Illinois 606 1	Erica M. Goliszewski  Erica M. Goliszewski  Notary Public, State of Illinois  Notary Public, State of 120/95			

My Commission Expires 6/20/95