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AMERICAN NATIONAL BANK OF LANSING

3116 Ridge Road
Lansing, Illinois 60438

92301932

HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE is made and entered into on the 8th day of MAY, 1992, between, John A. Labelle & Susan A. Labelle, his wife (J), and **AMERICAN NATIONAL BANK OF LANSING, 3116 Ridge Road, Lansing, Illinois ("Mortgagor")**

ARTICLE I DEFINITIONS

3. **Definitions.** As used herein, the following terms shall have the following meanings, applicable equally to the singular and plural forms of each term:

(a) **Agreement.** The Agreement and Disclosure for Home Equity Credit Line by and between Mortgagor and Mortgagor, dated as of the same date as the Mortgage. The agreement provides for a floating rate, open end credit line pursuant to which Mortgagor makes loans, as defined in the Agreement, up to the Credit Limit and Mortgagor repays Mortgagor along with monthly finance charges due, if any.

50,000.00

DECEMBER 4, 1991

(b) **Credit Limit.** The Credit Limit as specified in the Agreement.

(c) **First Mortgage.** The Mortgage against the Land dated

Cook

(d) **First Mortgagor.** The holder of the First Mortgage,

American National Bank Of Lansing assigned to Midwest Mortgage Services, Inc.,
as document number 91656570.

(e) **Future.** All fixtures, including replacements and additions, there to, now or hereafter located under, on or above the Land that constitute or will constitute fixtures under the laws of the State of Illinois, and including any trade fixtures, of any tenancy under the leases.

(f) **Impostions.** All real estate and personal property taxes and other fees and assessments, public or private, water and sewer rates and charges, all other governmental or non-governmental charges applicable to the Mortgaged Property, any interest or costs or penalties with respect to any of the foregoing, and charges for any amendment or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, temporary and permanent, of any kind and nature whatsoever which may at any time prior to or after the execution of this Mortgage be assessed, levied or imposed upon the Mortgaged Property or the rent or income received therefrom or any use or occupancy thereof.

(g) **Improvements.** Any and all buildings or structures of any nature, whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(h) **Indebtedness.** The principal or interest on and/or all other amounts, finance charges, payments and premiums due under the agreement and all other indebtedness of Mortgagor to Mortgagor under and/or created by the Mortgage. Because this Mortgage is given to secure an open end credit line, the term Indebtedness shall include not only presently existing indebtedness under the Agreement, whether such debts are obligatory or to be made at the option of Mortgagor, to the same extent as if such future loans were made on the date of execution of the Agreement, although there may be no loans made at the time of execution of this Mortgage.

(i) **Land.** The real property located at

2/37 Heart Circle

Lansing, IL 60438

and recorded in the office of

as Document Number

91656569

**LOT NUMBER 52 IN COUNTRY CORNERS FIRST ADDITION BEING A SUBDIVISION
OF PART OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH,
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

RECORDINGS

T89979 TRAN 3329 06/04/92 07:56 00

86200 # 144 46-1921-3592 1-2 012

COOK COUNTY RECORDER

92301932

PTN 29-36-416-013

(j) **Leases.** Any and all leases, tenancies, concessions or grants or other possessory interests granted by Mortgagor as lessor now or hereafter in force, oral or written, covering or affecting all or any part of the Mortgaged Property.

(k) **Mortgaged Property.** The Land, the improvements, the fixtures and the leases together with

(l) all rights, royalties, rents, royalties, profits, mineral oil and gas rights and yields, timberments, hereditaments, rights-of-way, easements, appurteances, options or lateral rights now or hereafter belonging in any way appertaining to the Land for the improvements;

(m) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys, strips or zones of land, howsoever adjoining the Land;

(n) all of Mortgagor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authority or board to the present and all subsequent awards of the Land and/or the improvements and/or the fixtures and/or the Personal Property, including any award or awards for any change or changes of grade of any street or streets affecting the Land and/or the improvements and/or fixtures and/or the Personal Property, subject to Mortgagor's right to use such award pursuant to Article VII; and

(o) all the estate, right, title, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and/or fixtures and/or the fixtures.

The term "Mortgaged Property" includes any part of the foregoing property described as Mortgaged Property.

(p) **Obligations.** Any and/or all of the covenants, promises and other obligations (other than for the payment of the indebtedness) including, without limitation, the payment of impositions as provided herein made or owing by Mortgagor or others, to or due to Mortgagor under and/or set forth in the Agreement and/or the Security Documents.

(q) **Personal Property.** All personal property owned by Mortgagor and located on the Land.

(r) **Proceeds.** All money and proceeds derived from the Personal Property or from said Mortgaged Property including without limitation insurance, condemnation and condemnation awards.

(s) **Rents.** All the rents, revenues, income, profits and other benefits now or hereafter arising from the use and enjoyment of the Mortgaged Property.

(t) **Security Documents.** The Agreement and all other documents and instruments now or hereafter furnished to the Mortgagor, including, but not limited to, the Mortgage, to evidence or secure payment of the indebtedness.

ARTICLE II GRANT

2. **Grant of Security Interest.**

2.1 **Grant.** To secure the payment of the indebtedness and the performance and discharge of the Obligations, Mortgagor does by this instrument give, transfer, bargain, sell, alien, release, assign, mortgage, hypothecate, deposit, pledge, set over, confirm, convey, warrant and grant a security interest unto Mortgagor in and to all estate, right, title and interest of Mortgagor in and to the Mortgaged Property, whether now owned or held or heretofore acquired by Mortgagor to buy and to hold the Mortgaged Property unto Mortgagor, its successors and assigns, forever.

2.2 **Condition of Grant.** The condition of the grant in Paragraph 2.1 above is such that if Mortgagor shall pay or cause to be paid the Indebtedness in full when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the rights and rights granted by them shall be null and void, otherwise to remain in full force and effect.

ARTICLE III REPRESENTATIONS

3. **Representations.**

Mortgagor hereby represents to Mortgagor that

3.1 **Validity of Security Documents.**

(a) The execution, delivery, and performance by Mortgagor of the Security Documents, and the borrowing evidenced by the Agreement, will not, to the best of Mortgagor's knowledge, violate any provision of law, any order of any court or other agency of government, or any Mortgage, indenture, trust agreement or other instrument to which Mortgagor is a party in any material respect or by which it or any of its property is bound, or be in conflict with, or will result in a material breach of, or constitute (with due notice and/or lapse of time) a default under any such Mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets, except as contemplated by the provisions of the Security Documents, and

(b) The Security Documents, as and when executed and delivered by Mortgagor, constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

3.2 **Other Information.** All other information, reports, papers and data given to Mortgagor, or to Mortgagor's legal counsel, with respect to Mortgagor, the Mortgaged Propert

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ly, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagor true and accurate knowledge of the subject matter.

3.3 Mortgaged Property and Other Property. Mortgagor has good and marketable title in the simple to the Land free and clear of all encumbrances, except for the First Mortgage and other encumbrances of record as of the date of this Mortgage. Mortgagor will preserve its title to the Mortgaged Property, and will forever covenant and defend the same to Mortgagor and will forever covenant and defend the validity and priority of the lien of this Mortgage.

3.4 First Mortgage. Mortgagor does hereby acknowledge that the only mortgage that is prior to, or any way, superior to the Mortgage is the First Mortgage.

3.5 Taxes. To the best of its knowledge, Mortgagor has paid all federal, state, county and municipal income tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns, pursuant to any assessment approved by it or pursuant to law, and the Mortgagor does not know of any basis for additional assessment in respect of such taxes or additional taxes.

3.6 Litigation. There is not now pending against or affecting the Mortgaged Property, nor to the knowledge of the Mortgagor is there threatened or contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect the value or operation of the Mortgaged Property.

3.7 Environmental Indemnity. Mortgagor shall indemnify and hold Mortgagor harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Mortgagor on account of (i) the location on the Land or improvements of any chemical, material, substance, or contaminant (including without limitation, oil, petroleum products, asbestos, lead, formaldehyde, termite insulation, hazardous waste and/or toxic wastes), the presence or storage of which or the exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Mortgagor or any prior owner or occupant of the Land to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and/or court or administrative orders.

ARTICLE IV 4.00-4.10 AFFIRMATIVE COVENANTS

4.00-4.10

§ 4.

4. Alluviation Covenants. Until the entire Indebtedness shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

4.1 Compliance With Laws. Mortgagor shall promptly and faithfully comply with, conform to and obey all appropriate proceedings in good faith at present, and use its best efforts to conform, laws, ordinances, rules, regulations and requirements of every duly constituted Governmental authority or agency and of every board of fire underwriter having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Mortgaged Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Mortgaged Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or otherwise with the use or enjoyment of the Mortgaged Property.

4.2 Payment of Impositions. Mortgagor shall duly pay and discharge, or cause to be paid and discharged, the impositions. Mortgagor may exercise the option to pay the same such installments.

4.3 Repair. Mortgagor shall keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements, and renewals thereof.

4.4 Insurance.

(a) At all times during the term of this Mortgage, Mortgagor shall carry or cause to be carried policies relating the Mortgaged Property against loss of rents or business interruption and against loss or damage caused by theft, vandalism, malicious mischief, hazards, and such other risks as Mortgagor may from time to time require, including, without limitation, those risks included in the term "extended coverage." The amount of the coverage afforded by each of the insurance Policies (the "Insurance Policies") shall be in amounts reasonably satisfactory to the Mortgagor and shall be sufficient to prevent any insured from becoming a co-insurer of a partial loss thereunder, but in any case no such amount shall be less than either (1) full replacement cost of all improvements, or (2) the outstanding Indebtedness, whichever amount is greater at the time of loss or damage.

(b) All Insurance Policies shall, at all times, be in form, substance and with companies acceptable to Mortgagor, being noncontributory first mortgage endorsement and such other endorsements as from and continue acceptable to Mortgagor in favor of Mortgagor as its Mortgagor, and the original premium thereon to be paid in full, with renewals and replacements thereof. Premiums and Replacements shall be deposited with Mortgagor with evidence of payment of all premium, no later than fifteen (15) days prior to the expiration of any then existing Insurance Policy, and the Indebtedness to be paid in full. Every Insurance Policy shall contain an agreement that no party thereto may terminate or modify the Insurance Policy without at least thirty (30) days written notice to Mortgagor. § 4.00-4.10, 4.10-4.11, 4.11-4.12, 4.12-4.13, 4.13-4.14, 4.14-4.15, 4.15-4.16, 4.16-4.17, 4.17-4.18, 4.18-4.19, 4.19-4.20, 4.20-4.21, 4.21-4.22, 4.22-4.23, 4.23-4.24, 4.24-4.25, 4.25-4.26, 4.26-4.27, 4.27-4.28, 4.28-4.29, 4.29-4.30, 4.30-4.31, 4.31-4.32, 4.32-4.33, 4.33-4.34, 4.34-4.35, 4.35-4.36, 4.36-4.37, 4.37-4.38, 4.38-4.39, 4.39-4.40, 4.40-4.41, 4.41-4.42, 4.42-4.43, 4.43-4.44, 4.44-4.45, 4.45-4.46, 4.46-4.47, 4.47-4.48, 4.48-4.49, 4.49-4.50, 4.50-4.51, 4.51-4.52, 4.52-4.53, 4.53-4.54, 4.54-4.55, 4.55-4.56, 4.56-4.57, 4.57-4.58, 4.58-4.59, 4.59-4.60, 4.60-4.61, 4.61-4.62, 4.62-4.63, 4.63-4.64, 4.64-4.65, 4.65-4.66, 4.66-4.67, 4.67-4.68, 4.68-4.69, 4.69-4.70, 4.70-4.71, 4.71-4.72, 4.72-4.73, 4.73-4.74, 4.74-4.75, 4.75-4.76, 4.76-4.77, 4.77-4.78, 4.78-4.79, 4.79-4.80, 4.80-4.81, 4.81-4.82, 4.82-4.83, 4.83-4.84, 4.84-4.85, 4.85-4.86, 4.86-4.87, 4.87-4.88, 4.88-4.89, 4.89-4.90, 4.90-4.91, 4.91-4.92, 4.92-4.93, 4.93-4.94, 4.94-4.95, 4.95-4.96, 4.96-4.97, 4.97-4.98, 4.98-4.99, 4.99-4.100, 4.100-4.101, 4.101-4.102, 4.102-4.103, 4.103-4.104, 4.104-4.105, 4.105-4.106, 4.106-4.107, 4.107-4.108, 4.108-4.109, 4.109-4.110, 4.110-4.111, 4.111-4.112, 4.112-4.113, 4.113-4.114, 4.114-4.115, 4.115-4.116, 4.116-4.117, 4.117-4.118, 4.118-4.119, 4.119-4.120, 4.120-4.121, 4.121-4.122, 4.122-4.123, 4.123-4.124, 4.124-4.125, 4.125-4.126, 4.126-4.127, 4.127-4.128, 4.128-4.129, 4.129-4.130, 4.130-4.131, 4.131-4.132, 4.132-4.133, 4.133-4.134, 4.134-4.135, 4.135-4.136, 4.136-4.137, 4.137-4.138, 4.138-4.139, 4.139-4.140, 4.140-4.141, 4.141-4.142, 4.142-4.143, 4.143-4.144, 4.144-4.145, 4.145-4.146, 4.146-4.147, 4.147-4.148, 4.148-4.149, 4.149-4.150, 4.150-4.151, 4.151-4.152, 4.152-4.153, 4.153-4.154, 4.154-4.155, 4.155-4.156, 4.156-4.157, 4.157-4.158, 4.158-4.159, 4.159-4.160, 4.160-4.161, 4.161-4.162, 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ARTICLE VI EVENTS OF DEFAULT

6. Events of Default. **Event of Default.** - as used in the Security Documents shall mean the occurrence or happening, from time to time, of any one or more of the following:
- 6.1 False Representations. If Mortgagor makes an false or material misrepresentation in connection with the Credit Line.
 - 6.2 Performance of Obligations. If Mortgagor defaults in the payment of the Indebtedness in accordance with the Agreement.
 - 6.3 Adverse Actions. If Mortgagor's actions, or inactions, adversely affects the Mortgaged Property or Mortgagor's rights thereto and interest therein.

ARTICLE VII REMEDIES

7.1 Remedies. If an Event of Default shall occur and be continuing, Mortgagor may, at its option, after providing Mortgagor with at least 30 days advance notice of, and opportunity posted to copy, the Event of Default, exercise any or all of the following remedies:

7.1.1 Acceleration. Mortgagor may declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which is expressly waived by Mortgagor), whereupon the Indebtedness shall become immediately due and payable, anything in the Agreement or in the Security Documents to the contrary notwithstanding, provided further that the unpaid portion of the Indebtedness shall be immediately and automatically due and payable without action of any kind on part of the Mortgagor.

7.1.2 Enforcement of Mortgage. Mortgagor, with or without entry personally or by its agents or attorneys, wherein applicable, may:

(a) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therefor, and right of redemption thereof, to the extent permitted by law and pursuant to the procedures provided by law at one or more sales; and at such time and place upon such terms and after such notice thereof as may be required or permitted by law;

(b) institute proceedings for the complete foreclosure of this Mortgage;

(c) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in this Agreement or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagor shall elect; and/or

(d) enforce this Mortgage in any manner permitted under the laws of the State of Illinois.

7.1.3 Receiver. Mortgagor may apply to the court in which a proceeding is pending for the enforcement of this Mortgage to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all of the rights and powers permitted under the laws of the State in which the Mortgaged Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Mortgaged Property or the solvency or insolvency of Mortgagor. The reasonable expenses including receiver's fee, counsel's fees, costs and agent's commission, incurred pursuant to the powers herein contained shall be secured hereby.

7.2 Other. If Mortgagor defaults in the due observance or performance of any of the Obligations in accordance with this Mortgage, Mortgagor may exercise any remedy available to Mortgagor under applicable law.

7.3 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagor as provided in the Security Documents shall be cumulative and concurrent and may be pursued separately, successively or concurrently against Mortgagor, Creditor or the Mortgaged Property, or any one of them, at the sole discretion of Mortgagor, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Mortgagor elects to proceed under one right or remedy under the Mortgage or the Agreement, Mortgagor may in any time cause proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Agreement. The failure to exercise any such right or remedy shall in no event be construed to a waiver or release thereof. Nothing in the Agreement or this Mortgage shall affect Mortgagor's obligation to pay the Indebtedness and perform the Obligations in accordance with this Agreement.

7.4 Credit of Mortgagor. Upon any sale made under or by virtue of this Act or Rule, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagor may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness the amount of Mortgagor's bid.

7.5 No Conditions Precedent to Exercise of Remedies. After Mortgagor or any other person now or hereafter obligated for payment of all or any part of the Indebtedness shall be released of such obligation by reason of the failure of Mortgagor to comply with any request of mortgagor or any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or of the Agreement, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagor respecting the time of payment or modifying the terms of the Mortgage or Agreement without first having obtained the consent of Mortgagor or such other person, and in the latter event Mortgagor and all such other persons shall continue to be liable to make payment according to the terms of any such subsequent or modification agreement, unless expressly released and discharged in writing by Mortgagor.

7.6 Waiver of Right to Notice and Marshaling. Mortgagor hereby waives and releases, to the maximum extent permitted by the laws of the State of Illinois:

(a) all benefit that might accrue to Mortgagor by virtue of any privilege or taking law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any assignment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment.

(b) unless specifically required herein or in any of the other Security Documents, all notices of Mortgagor's default or of Mortgagor's election to exercise, or Mortgagor's actual exercise, of any option to remedy under the Agreement or the Security Documents, and

(c) any right to have the Mortgaged Property marshaled, provided that if any of the rights waived by Mortgagor in this paragraph affect or extend the right for sale of the Mortgaged Property, after Mortgagor's rights to enforce this Mortgage or affect the Mortgagor's right to redeem, Mortgagor shall have the right to elect to cancel or reject the waiver of such right by Mortgagor, and such election may be made by Mortgagor at the time of, or at any time prior to, the entry of a decree or judgment of foreclosure in the court in which this Mortgage is being foreclosed.

7.7 Discontinuance of Proceedings. In case Mortgagor shall have proceeded to enforce any right under any of the Security Documents, and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagor's shall be restored to their former position and the rights, remedies and powers of Mortgagor shall continue as if no such proceedings had been taken.

ARTICLE VIII CONDEMNATION

02/01/1982

8.1 Condemnation. In the event of the taking by eminent domain proceedings or the like of any part or all of the Mortgaged Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Mortgagor for application in the inverse order of maturity on the Indebtedness, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

ARTICLE IX MISCELLANEOUS

9.1 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

9.2 Further Assurances. Mortgagor shall, upon the reasonable request of Mortgagor, execute, acknowledge and deliver such further instruments, including, without limitation, a declaration of excess off and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby and any subsequently added, substituted, replevin or assignments thereto.

9.3 Recording and Filing. Mortgagor shall, if Mortgagor's sole cost and expense, cause these Security Documents and all supplements thereto, for which constructive notice must be given to protect Mortgagor, at all times to be recorded and filed, and to record and to file, in each manner and in such places as Mortgagor, at its reasonably request and shall pay all such recording, filing, recording, re-recording, resrecording, fees and other charges to the maximum extent permitted by the laws of the State of Illinois.

9.4 Legal Expenses. Mortgagor shall pay all applicable costs, expenses and fees set forth in the Agreement.

9.5 No Representation by Mortgagor. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgagor, pursuant to the Mortgage or the commitment, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss, or other financial statement, survey or appraisal) Mortgagor shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same or of any term, provision or condition thereof and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagor.

9.6 Incorporation of Agreement. Each and every term, covenant and provision contained in the Agreement is, by the reference, incorporated into this Mortgage as fully set forth herein.

9.7 Waiver of Homestead. Mortgagor covenants that the Mortgaged Property is not occupied as a homestead and waives all rights and benefits which Mortgagor has or may have under the homestead exemption law of the State of Illinois.

9.8 Notice. Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any mail or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein:

If to the Mortgagor:

John A. LaBelle

Susan A. LaBelle

2037 Hearth Circle

Lansing, IL 60438

UNOFFICIAL COPY

To the Mortgagor:

American National Bank of Lansing
3115 Ridge Road
Lansing, Illinois 60438
Attention: Home Equity Loan Division

D.9 Covenants Running With the Land. All covenants contained in this Mortgage shall run with the Land.
D.10 Successors and Assigns. All terms of this Mortgage shall apply to and be binding upon, and *inure to the benefit* of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them, provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.

D.11 Multiple Mortgagors. Mortgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgaged Property; (b) is not personally obligated to pay the indebtedness; and (c) agrees that Mortgagor and any other Mortgagor may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent.

D.12 Sovereignty. In case any one of the Obligations or the provisions of the Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations or provisions of this Mortgage shall not be affected, prejudiced or disturbed thereby.

D.13 Modification. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

D.14 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

D.15 Strict Performance. Any failure by Mortgagor to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagor shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

D.16 /Headings. The Article headings and the section and subsection entitlements hereto are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.

D.17 Addenda. If one or more addenda are attached to and made a part of this Mortgage, the covenants and agreements for each such addendum shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written:

John A. Lafelle

Susan A. Lafelle

John A. Lafelle

Susan A. Lafelle

Witness:

John A. Lafelle, Notary Public, State of Illinois, #S-8105

This document was prepared by and upon recording please mail to:

American National Bank of Lansing
3115 Ridge Road, Lansing, IL 60438

STATE OF ILLINOIS)
COUNTY OF COOK) SS

John A. Lafelle and Susan A.

I, a Notary Public in and unto County in the State aforesaid DO HEREBY CERTIFY THAT: Personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument in their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this:

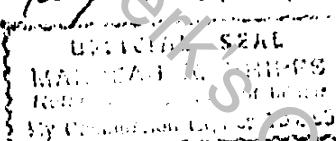
May

AD 10

My Commission Expires:

10-2-95

Notary Public



92391932

REC'D 1986 J. A. LAFELLE

REC'D 1986 J. A. LAFELLE

REC'D 1986 J. A. LAFELLE