

UNOFFICIAL COPY

HELEN D. HERTHA, A WIDOW	93476694	This instrument was prepared by: (Name) KAREN CERICOLA, 14 N. DRYDEN, (Address) ARLINGTON HEIGHTS, ILLINOIS 60004
MORTGAGOR "I" includes each mortgagor above.		MORTGAGEE "You" means the mortgagee, its successors and assigns

REAL ESTATE MORTGAGE: For value received, I, HELEN D. HERTHA, A WIDOW
 mortgage and warrant to you to secure the payment of the secured debt described below on JUNE 17, 1993
 the real estate described below and all rights, easements, appurtenances, rents, leases and existing and
 future improvements and fixtures (all called the "property")
PROPERTY ADDRESS: 5255 S. ABERDEEN CHICAGO, Illinois 60608
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:
 Lot 13 in E. H. Harland's Subdivision of Lot 2 in the County Clerk's Division of
 Block 5 in the Assessor's Division of the Northwest 1/4 and the West 1/2 of
 the Northeast 1/4 of Section 32, Township 39 North, Range 14, East of the Third
 Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NUMBER: 17-32-217-013
 17-32-217-012

93476694

DEPT-01 RECORDINGS \$23.00
 T#0011 TRAM 5196 06/22/93 14:10:00
 #8952 * -93-476694
 COOK COUNTY RECORDER

located in COOK County, Illinois
TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and
 assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this
 mortgage and in any other document incorporated herein. Secured debt as used in this mortgage includes any amounts I owe you under this
 mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof)
 PRIME ADVANTAGE LINE OF CREDIT AGREEMENT DATED JUNE 17, 1993

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced.
 Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on
 the date this mortgage is executed.

Revolving credit loan agreement dated JUNE 17, 1993 with initial annual interest rate of 7.00%.
 All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the
 agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on JUNE 17, 2005 (not paid earlier)

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of
FOURTEEN THOUSAND AND 00/100ths Dollars \$ 14,000.00
 plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property with interest on such
 disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
 A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part
 hereof.

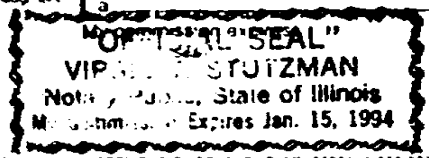
TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any terms described below and signed by me.
 Commercial Construction

SIGNATURES:
Helen D. Hertha
 HELEN D. HERTHA

ACKNOWLEDGMENT: STATE OF ILLINOIS, COOK County ss
 The foregoing instrument was acknowledged before me this 17th day of JUNE, 1993
 by HELEN D. HERTHA, A WIDOW

Individual,
 Corporate or
 Partnership
 Acknowledgment

of _____ Title 1
 a _____ Name of Corporation or Partnership
 on behalf of the corporation or partnership



Virgil T. Stutzman
 Notary Public

ILLINOIS

Property of [Redacted]

1. **Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (principal or interest or prepayment), second to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the use of the mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses:** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits:** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and apply the rents as my agent or in default of my agent, you may collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds, Condominiums, Planned Unit Developments:** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If the condominium or planned unit development, I will perform all of my duties under the covenants, by-laws or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee:** I shall perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may, in my name or by any amount necessary for performance, if any construction on the property is discontinued or not started on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
11. **Inspection:** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation:** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver:** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability, Co-signers, Successors and Assigns Bound:** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt, I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
15. **Notice:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail to your address or to any other address which you have designated. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your or written consent, you may demand immediate payment of the secured debt. However, you may not demand payment in the above situations if it is provided by federal law as of the date of this mortgage.
17. **Release:** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

6643276