

RECORDATION REQUESTED BY:

93668769

WHEN RECORDED MAIL TO:
GREAT LAKES CREDIT UNION
BDO, 290
GREAT LAKES, IL 60068-290

SEND TAX NOTICES TO:

THIS DOCUMENT IS BEING RECORDED TO CORRECT THE CHAIN OF TITLE.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

AMOUNT OF PRINCIPAL INDEBTEDNESS: \$ 60,000.00

THIS MORTGAGE IS DATED July 26, 1993 between Barbara J. and James P. Matvey

whose address is 1937 Gray Ave., Evanston, IL 60026

(referred to below as "Grantor"), and ORL AT LAKES CREDIT UNION, whose address is BLDG. 290, GREAT LAKES, IL 60068-290 (referred to below as "Lender"), a corporation organized and existing under the laws of Illinois

1. GRANTOR OF MORTGAGE: For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in the following described real property, together with all existing or subsequently erected or annexed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, watercourses and ditch rights (including stock in Illinois with ditch or irrigation rights) and all other rights, royalties, and profits relating to the real property, including without limitation any rights the Grantor later acquires in the simple line to the land, subject to a lease, if any, and all minerals, oil, gas, geothermal and other matters, located in Cook County, State of Illinois (the "Real Property");

LOT TWENTY-EIGHT (28) IN BLOCK FIVE (5) OF WHIPPLE'S ADDITION TO EVANSTON IN THE WEST HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, DEPT. RECORD TOR
1622730000 RAN 9496 11/04/93 13:00:00
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The Real Property or its address is commonly known as 1937 Gray Ave., Evanston, IL 60026

Property Tax ID No.: 10 13 109 005

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all bases of the Property.

2. DEFINITIONS: The following words shall have the following meanings when used in this mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Borrower. The word "Borrower" means each and every person who signs the LOANLINEBANK Home Equity Plan Credit Agreement secured by this Mortgage.
Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated July 26, 1993, between Lender and Grantor with a credit limit of the amount shown on the first page of this Security Instrument, together with all renewals, extensions or modifications of, resiliabilities of, consolidations of, and substitutions for the Credit Agreement, the interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.00% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate _____ percentage points above the index, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 7.500% per annum or more than the maximum rate allowed by applicable law.

Grantor. The Grantor is the mortgagee under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.
Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structure, mobile homes attached on the Real Property, facilities, additions and other construction on the Real Property.
Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement, such advances may be made, repaid, and renewed from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance.

Lease. The word "Lease" means any lease between Grantor and the Lessor of the Property.
Lender. The word "Lender" means GREAT LAKES CREDIT UNION, its successors and assigns. The Lender is the mortgagee under this Mortgage.
Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.
Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, or made, or made to, in the Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such equipment, fixtures, and other articles of personal property, including without limitation all insurance proceeds and refunds of premiums from any sale or other disposition of the Property.

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Notice of Construction. Grantor shall notify Lender at least five (5) days before any work is commenced, any services are furnished, or any Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and assessments against the Property.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments provided in the following paragraph.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments provided in the following paragraph.

TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage: Notice of Transfer. Grantor shall give notice to Lender, as provided in this Mortgage, prior to any sale or transfer of all or part of the Property or any rights in the Real Property. Any person to whom all or part of the Real Property is sold or transferred also shall be obligated to give notice to Lender, as provided in this Mortgage, promptly after such transfer.

ADVANCE AFTER TRANSFER. All amounts advanced under the LOAN AGREEMENT Home Equity Plan Credit Agreement, up to the Credit Limit, are secured by this Mortgage, whether advanced before or after sale or transfer of the Real Property, except any amounts which may be advanced by Lender more than five (5) days after notice to Lender, as provided in this Mortgage, that such transfer or sale has occurred. Even if Grantor transfers the Real Property, Grantor will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Grantor in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Grantor, Lender may require that the person to whom the Real Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

7. DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, have the right to accelerate, that is, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property, if Grantor sells or transfers the Real Property without the written consent of Lender, then, prior to acceleration Lender shall give notice to Grantor. The notice shall provide a period of not less than ten (10) days from the date of the notice within which Grantor may pay the sums declared due. If Grantor fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Grantor, involve any remedies permitted in this Mortgage. A sale or transfer making the conveyance of Real Property or any right, title or interest therein, whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale, contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer, of any beneficial interest in or to any real and/or personal property, or by any other method of conveyance of Real Property interest. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

8. REHABILITATION LOAN AGREEMENT. Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Grantor may enter into with Lender. Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

9. COMPLIANCE WITH LEASE. If there is a lease on the Property, Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor further agrees (a) not to surrender, terminate, or cancel the Lease, and (b) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. No estate in the Property, whether fee simple or leasehold premises, the leasehold estate, or any subleasehold estate, shall merge with the Lease without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of it with the land. Grantor, or a third party who purchases or otherwise acquires the estate. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that the will, at Lender's option, immediately be subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

10. DUTY TO PROTECT. Grantor agrees neither to abandon nor to give unperfected the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property. Grantor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

11. HAZARDOUS SUBSTANCES. Grantor represents and warrants that the Property never has been, and never will be so long as this Mortgage remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act ("SARA"), applicable state or Federal law, or regulations adopted pursuant to any of the foregoing. Grantor authorizes Lender and its agents to enter upon the Property to make such investigations and tests, and Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Grantor hereby agrees to indemnify Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such law, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this paragraph of the Mortgage. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Mortgage.

12. NUISANCE, WASTE. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any lumber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

13. LENDER'S RIGHT TO ENTER. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for the purpose of Grantor's compliance with the terms and conditions of the Mortgage. Compliance with Governmental Requirements. Grantor shall comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contact in good faith any such law, ordinance, or regulation and without compliance during any proceeding, if such a proceeding is filed, as long as Grantor has notified Lender in writing prior to doing so and reasonably satisfactory to Lender, to protect Lender's interest.

14. POSSESSION AND USE. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Possession and Use. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value. Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

15. PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under the LOAN AGREEMENT Home Equity Plan Credit Agreement and under this Mortgage. 4. POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: (1) PAYMENT OF THE INTEREST AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. The word "Real Property" means the property, interests and rights described above in the "Grant of Mortgage" section. Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender. Rents. The word "Rents" means all rents, revenues, income, issues, royalties, and profits from the Property.

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Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right to demand strict compliance with the provisions of this Mortgage. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless Lender and Grantor, shall consent in writing to any modification of any of the provisions of this Mortgage or to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision shall be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Grantor's Copy of Documents. Lender agrees to provide Grantor with a conformed copy of both the LOANLINE® Home Equity Plan Credit Agreement and this Mortgage at the time they are executed or within a reasonable time after the Mortgage is recorded.

Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

23. MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

21. NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the address shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to one of the parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any loan which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

22. ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after default by Grantor; however, Lender may decline to exercise this power as it sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners for the purpose of repairing or reconstructing the Property. It not so used by the association, such proceeds shall be paid to Lender.

Compliance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations hereunder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the lease of the Real Property from its owner.

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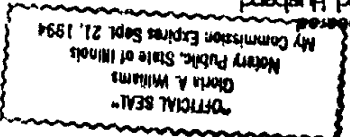
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Property of Cook County Office

1 00-1 30-3 104 Copyright, 1990, CUNA Mutual Insurance Society; Copyright, 1990, C.F.I. All rights reserved. HL 882 141221

Notary Public in and for the State of Illinois
By John A. Williams
Residing at Great Lakes, IL 60064
My commission expires 2/16/94
Given under my hand and official seal this 26th day of July, 1993
(to me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.)
On this day before me, the undersigned Notary Public, personally appeared Barbara J. Murry and James P. Murry, Wife and Husband



COUNTY OF Lake
STATE OF Illinois

INDIVIDUAL ACKNOWLEDGMENT

This mortgage prepared by: Melissa Bellerg, Great Lakes Credit Union
2525 Green Bay Rd.
North Chicago, IL 60064

GRANTOR: James P. Murry
Barbara J. Murry
Signed, acknowledged and delivered in the presence of:
James P. Murry
Barbara J. Murry
Witness: [Signature]

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
Apostrophe instances where such consent is required.

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

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