

LaSalle Northwest National Bank      LaSalle Bank Northbrook      LaSalle Bank Lakeview      LaSalle Illinois Bank (in  
 LaSalle Bank Chicago      LaSalle Bank Westmont      LaSalle Bank Maltese      02 801694-7)

This Equity Line of Credit Mortgage is made this 17th day of April 1993, between the Mortgagor, THOMAS L. COX AND DIANE M. COX, HHS WIFE (herein "Borrower"), and the Mortgagee, LASALLE TALMAN BANK FSB, 4901 W. IRVING PARK RD., CHICAGO, IL 60641 (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated April 11, 1993, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$25,000.00, plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at time provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after April 11, 1993, together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by April 20, 2000, (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement all extensions, renewals and refinancings thereof, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

the County of COOK, State of Illinois.

LOT THREE HUNDRED SEVENTY-FIVE (375) IN SOUTHWEST HIGHLANDS AT 79TH AND KEDZIE, UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION THIRTY-FIVE (35), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN.

(herein "Property Address")

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declinatory, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**Covenants.** Borrower and Lender covenant and agree as follows:

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**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal or interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender 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 interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

**3. Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines 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 mortgage disclosed by the title insurance policy insuring Lender'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 Lender'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 obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender 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 mortgage on the Property.

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

All insurance policies and renewals thereof shall be form acceptable to Lender and shall include a standard mortgage clause in favor of and in a 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 damaged, 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 security 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 abandoned 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, Lender is authorized to collect and apply the insurance 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 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 pass 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; Condominiums; 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 governing the 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 rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall 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 Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

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

**7. Inspection.** 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 therefor related to Lender's interest in the Property.

**8. Condemnation.** The Proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part hereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial

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BOX 352

taking of the Property, or partial interest, or for a mortgage or a power of attorney, or for a bill of sale, or for a leasehold interest, or for a partial taking of the Property, the Agreement, with respect to the Property, shall be binding upon Borrower and Lender, notwithstanding any provision to the contrary.

If the Property is alienated by Borrower, it is agreed by the parties hereto, that the Agreement, with respect to the Property, shall not be binding upon Lender, unless Lender has been given notice of such alienation, and that Lender may sue for damages. Borrower fails to respond to Lender with in 30 days after the date of notice of the sale, Lender may sue for damages, and the right of Lender's option, either to restoration or repair of the Property or to the sale of the Property, as set forth in the Agreement.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds made at the payment of principal, shall not affect 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 term of the Agreement, or of this Mortgage, or of any other instrument or agreement relating to the Property, or of any other instrument or agreement relating to the Property, to any successor in interest of Borrower, shall not operate to release Borrower from the obligations of the Agreement or this Mortgage, Lender shall not be required to commence proceedings against such successors or refuse to release them, except for the period of the term of the Agreement or this Mortgage by reason of any demand made by the original Borrower, and Borrower may remain liable therefor.

**10. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy, or in permitting a payment to be made late, or in waiving any provision of the Agreement or this Mortgage, or of any other instrument or agreement, afforded by application law, shall not be a waiver of or preclude the exercise of any such right or remedy. The nonpayment of taxes, or the payment of taxes or other fees or charges by Lender, shall not be a waiver of Lender's right to accelerate the maturity of the securities or assets held by Lender under the Agreement or 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 under any other instrument or agreement, provided by law or equity, and may be exercised concurrently, independently or successively.

**12. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind all persons holding title to the Property, hereunder, shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of the parties hereto 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 as a part of the body of the Agreement. The term "interest" as used herein shall mean and include all finance charges under the Agreement.

**13. Notice.** Except for any notice required under applicable law to be given in another manner, all the notices to be given under this Agreement or this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address of all such notices, or by telegraph, or by telephone, or by notice to Lender as provided herein, and the day notice to Lender shall be given by certified mail return receipt requested, or by telephone, or by telegram, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage, shall be deemed to have been given to Borrower or Lender when given in the manner designated therein.

**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 Agreement or this Mortgage or the Agreement conflicts with applicable law, such conflict shall not effect other provisions of the Agreement or this Mortgage, which shall be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are severable from one another.

**15. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and of the Mortgage at the time of execution of the Agreement and of the Mortgage.

**16. Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan and shall secure not only advances made under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender. If the Advances are not paid within 20 years from the date hereof, to the same extent as if such future advances were made on the date of first use of the Advances, the Advances, or there may be no advance made at the time of execution of this Mortgage and although there may be no debt outstanding hereunder, nevertheless, if at any time any advance is made, the lien of this Mortgage shall be valid as to all indebtedness secured hereby, including that which accrued prior to the date of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount obligated hereunder may increase or decrease from time to time, but the total unpaid balance of indebtedness created hereby, shall not exceed \$25,000.00, plus interest thereon, and any disbursements made for payment of taxes, or other expenses relating to the Property, or interest on such disbursements (all such indebtedness being hereinafter referred to as the "indebtedness"), notwithstanding that the Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory, nonstatutory, and other liens, which may be levied on 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, or this Mortgage, or require Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage, or to do either or both of the following: (a) make payment due under the Agreement and secured by this Mortgage, (b) Borrower's actions or inactions adversely affecting the value of the Property or 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 (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security interest in the Property may be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, or otherwise disposed of, or (b) if the Property is written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, or Borrower fails to comply with any written agreement in this Mortgage or the Agreement, if it becomes necessary to foreclose this Mortgage by action of process, or if Lender shall be entitled to do so, or in proceeding at foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, and trustee's and other expenses.

**18. Transfer of Ownership.** If all or any part of the Property or any interest in it is sold, or transferred, or if the Property is held in a Land Trust, and a beneficial interest therein is held or transferred, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender, if exercised, prior to the date of the date of this Mortgage.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security herefor, Borrower hereby agrees to pay the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 17, seize or attach all of the Property, to enable Lender 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 expiration of the period of 30 days after a non-judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon the premises covered by this Mortgage and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to the payment of all costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums, and expenses, including attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to each other for the amounts so paid.

**20. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage:

Frank S. Oleshowka  
Signature \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Date \_\_\_\_\_

Type or Print Name

Frank S. Oleshowka

Type or Print Name

Frank S. Oleshowka

State of Illinois

ss

County of Cook

Frank S. Oleshowka

I, Thomas J. Cox and Diane M. Cox, his wife, a Notary Public in and for said County and State, do hereby certify that

that Thomas J. Cox and Diane M. Cox, his wife, are 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 the said instrument as their true and voluntary act, for the uses and purposes therein intended, on the date

Given under my hand and notarial seal, this 1st day of April, 1987.

(SEAL)  
My Commission Expires

Frank S. Oleshowka  
Notary Public

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**6. Protection of Leader & Security** It is the responsibility of the committee and administration to take all necessary action to protect and defend the members of the committee and administration from any harm or threat.

**7. Encouragement of Creativity and Innovation** The committee and administration will encourage creativity and innovation among members through various programs and activities.

**8. Communication with Stakeholders** The committee and administration will communicate with stakeholders such as parents, teachers, and students to keep them informed about the activities of the committee and administration.

**9. Organization of Events and Activities** The committee and administration will organize various events and activities such as sports meet, cultural programs, and social service programs to promote the values of the school.

**10. Monitoring and Evaluation** The committee and administration will monitor and evaluate the performance of the committee and administration to ensure that it is meeting its objectives.

logarithm with any loan and charges as provided in the Agreement, and

- Application of Payments. Unless otherwise applicable law provides otherwise, all payments received by Lender under this Agreement shall be applied first to payment of any advance made by Lender under this Agreement, then to interest, fees and charges payable pursuant to this Agreement, then to the principal of loan advanced by Lender under this Agreement, and finally to the principal of loan advanced by Lender under this Agreement.
- Charges. Lender, Borrower shall pay or cause to be paid all taxes, license fees, penalties and other charges, fines and imposts due to the Property which may affect a property over this Mortgage, and leases held by Lender as a result of a grant renta, if any, including all payments due under any mortgage disclosed by the title insurance company insuring Lender's interest in the Property. Except as shall now or hereafter be required to discharge any liability described by the title insurance policy insuring Lender's interest in the Property, provided, that Borrower shall not be required to discharge any liability described by the title insurance policy insuring Lender's interest in the Property, provided, that Borrower shall agree to the terms of any mortgage disclosed by the title insurance company insuring Lender's interest in the Property.

**93284996** Governmental Borrower and Lender cover letter and agree as follows:

which has the address of the Building Department.

100-962-64-61-1N1140

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated April 1, 1993, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate逾超ceed \$ 25,000.00, plus interest Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below ("Loans"); and whereas all revolving loans outstanding under the Agreement are due at April 1, 1993.

**LASALLE BANKS** EQUITY LINE OF CREDIT MORTGAGE  
972-84996 LASALLE BANK NORTHBROOK LASALLE BANK LAKEVIEW LASALLE NATIONAL BANK

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ANSWER: The following is a list of the most common types of questions asked by the public:

Quality of life and quality of death

POST-TEST EVALUATION  
SCHOOL TO HOME

**BOSTONMAI** BOSTONMAI.COM 800.338.6600

Warder, H. (1996). *How to build a better mousetrap*. New York: HarperCollins.

is also apparent in terms of opportunity to receive treatment. Patients with more severe mental health problems are less likely to receive treatment than those with milder problems.

**REPORTS OF COMMUNICABLE DISEASES** shall not be forwarded by letter if necessary is prohibited by federal law as provided for in subparagraph (b)(2) of the Public Health Service Act.

<sup>1</sup> The author would like to thank the editor and anonymous referees for their useful comments and suggestions.

The Leader's Security shall be presumed to be provided for the benefit of the members of the party.

The **Participation and Accountability** chapter focuses on how to make sure that the Agreement is used to build trust and accountability between the government and its citizens.

The following should be done before applying for a loan under Section 701 of the Dodd-Frank Wall Street Reform and Consumer Protection Act:

The Government's policy is to keep the Agreement in force until the end of the period of each lease or other recordholder's leasehold interest in the property, and the Government and the lessee shall have the right to renew the Agreement for a further term of years.

the corresponding law. Separability is a key property used by the IEDs of the SIS to do this kind of filtering. In the event that it is any provision of clause of this

13. **INTEREST** - The interest rate will be determined by the Borrower and Lender and agreed upon in writing. The interest rate will be joint and several. The interest rate will be paid monthly in advance. The interest rate will be determined by the Borrower and Lender and agreed upon in writing. The interest rate will be joint and several. The interest rate will be paid monthly in advance.

11. Specified Summative. All amounts provided in this Mortgage are due and owing to any other right or remedy under this Mortgage or otherwise.

(ii) **Fototextenhefe by bemand** Not D Wanner Amy, who learned a lot longer after he received his first assignment, may soon begin to feel a sense of déjà vu. The agreement of restoration of the permanent collection of photographs of otherwi

**Development and validation of a diagnostic algorithm for lymphangiomyomatosis**

the date of the filing of the claim for arbitration, the party against whom the claim is filed shall not exceed or postpone the due date