R5-438

MERST CHICAGO CONTROL UNOFFICIALIZED PY Equity Credit Line

Mortgage

THIS MORTGAGE ("Security instrument") is given on	OCTOBER 9 , 1992 . The mortgagor
to participate the control of the property of the two starts are a control of the	("Borrower").
This Security instrument is given to The Fixet National Bank which in a National Bank organized and existing under the in	COLUMN CONTROL STREET OF AMERICA
whose address is One First National Place Chicago	Illingia 99679 ("Londer"). Barrower owes
Lender the maximum principal sum ofAIXTY=THREE_THOS	UUAND AND HO/100
Dollars (U.S. \$ 63,000.00), or the aggregate unpaid an	mount of all loans, and any disbursaments made.
by Lender pursuant to that certain Equity. Credit Line Agreement	t of even date herewith executed by Borrower
("Agreement"), whichever is less. The Agreement is hereby incorp	orated in this Socurity Instrument by reference
This debt is evidenced by the Agreement which Agreement provide the state of the st	Date les defined in the Agreement. The Lender
will provide the Borrower with a final payment notice at least 90 day	vs before the line! payment must be made. The
Agreement provides that loans may be made from time to time	o during the Draw Period (as duffied in the
Agreement). The Draw Period may be extended by Lender in its	s sole discretion, but in no event later than 20
years from the date hereof. All future loans will have the same l	len priority as the original loan. This Security
Instrument secures to Londer: (a) the repayment of the debt evide interest, and other charges as provided for in the Agreement, and	incoa by the Agreement, including all principal,
the payment of all ciner as provided for in the Agreement, and	agraph It of this Security Instrument to protect
the security of this Section in Instrument; and (c) the performance of	il Borrower's covenante and agreements under
this Security instrument and the Agreement and all renewals, co	xtensions and modifications thereof, all of the
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foregoing not to exceed twine the maximum principal sum stated a mortgage, grant and convey to Lander the following described publishes:	property located in <u>cook</u> County,
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Grant Comment	parties for an electric parties of the electric terms.
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a transcription operation of conditions in supersymmetric content of the content of the	
(a) The control of the following and of the execution of the principal of the first section of the section of the control o	A despession of the particle frame of the
Permanent Tax Number: 16-07-218-027-1036, ,	
which has the address of	Control of the control of QAK (PARK) (1991)
illinois 60304 ("Property Address"):	(4) Fig. 1. The second of t
TOGETHER: WITH all the Improvements now or hereafter erection	
appurtenances, rents, royalties, mineral, oil and gas rights and	
insurance, any and all awards made for the taking by eminent domi	ain, water rights and atook and all fixtures now
or hereafter a part of the property. All replacements and add	
Instrument. All of the foregoing is referred to in this Security Instrument and the security Instrument and the security in the security Instrument.	Rent as the Property
BORROWER COVENANTS that Borrower is lawfully solsed of the	
mortgage, grant and convey the Property and that the Property I	is unencumbered, except for (noumbrances of
record. Borrower warrants and will defend generally the title to	
subject to any encumbrances of record. There is a prior mortgage is	from Borrower to FIST HATTONAL BANK OF CHICAGO
and rock the first track to an analytical dated 10/09/92 from and rock	orded as ooculient number 19 Syria
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and consecutive to the appropriate of a traverse and a superfect of a set of the set	englic film a fi
COVENANTS. Borrower and Lender covenant and agree as follows. 1. Payment of Principal and Interest. Borrower shall promptly	Water a first law of each first for the form the paper through the contract of
Payment of Principal and Interest. Borrower shall promptly	y pay when due the principal of and interest on 🛫 📗
the debt evidenced by the Agreement.	and the production of the state
2. Application of Payments. All payments received by Lender	r shall be popular first to interest, then to other
	respectively.
3. Charges; Liens. Borrower shall pay all taxes, assessments,	charges, tines, and impositions attributable to
the Property, and leasehold payments or ground ronts, if any. Up	pon Lender's request, Borrower shall promptly
furnish to Londer all inotices of amounts to be paid under this payments directly, and upon Londor's request, promptly furnish to L	puragraph. The porrower shall make mese
	and of receipts evicentially the payments.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfelted, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security instrument or the Agreement. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice a given.

If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument Immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. If this Security Instrument is on a leasehold, Borrower shall_comply with the provisions of the Mase, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower falls to print me covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may sir, if cantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Eor.ower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these a nounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. Candemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or If, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Mortgage

- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in Interest of Borrower shall not operate to release the Hability of the original Borrower or Borrower's successors in Interest or Borrower's successors in Interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. A Waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular Instance or Instances and at the particular time or times only, and no stack waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in Writing signed by Lender.
- 10: Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (a) agrees that Lender and any other Borrower may agree to extend, modify there or make any accommodations with regard to the terms of this Security Instrument or the Agreement Without ine Borrower's consent.
- 11. Loan Charges, if the can accured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be efunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the purposement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated to partial prepayment without any prepayment charge under the Agreement.
- 12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class, mail-unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by, first class mail to Lender's address stated herein, or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law: Severability. This Security Instrument analities governed by federal law and the law of illinois. In the event that any provision or clause of this Security instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 14. Assignment by Lender. Lender may assign all or any portion of its interest increased and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall-thereupon succeed to all the rights, into ests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations of line while thereunder.
- 15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. If all, or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or demand on Borrower.
- 16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not impled to, reasonable atterneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this fight to tenstate shall not apply in the case of acceleration under paragraph 15.

- 17. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.
- 18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Londer has in the Property (but not prior to acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by Judicial proceeding. Lender shall be enuited to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, he'dding, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 19. Lender in Possoss'on. Upon acceleration under Paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) and be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly valved and released by Borrower.
- 20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
 - 21. Walver of Homestead. Borrower walves all right of homestead, exemption in the Property.
- 22. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and In any rider(s) executed by Borrower and recorded with the Security Instrument.

Instrument and in any rider(s) executed by Borrower and recorded with the Security in the	nent.
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WILLIAM J. CLARK-	-Borrower
X Conthia Dell Clark CYNTHIA DELL CLARK	C
CYNTHIA DELL CLARK	-Borrower
[Space Below This Line For Acknowlegment]	
This Document Prepared By: CAROLYN HURLBERT	
STATE OF ILLINOIS, LAKE County ss:	
I DINO A DIVENERE, a Notary Public In and for said count	y and state, do horeby
Confly that HILLIAM J. CLARK AND CYNTHIA DELL CLARK	
1	 ,
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the	e foregoing instrument,
appeared before me this day in person, and acknowledged that delivered the said instrument as free and voluntary act, for the uses and purpor	signed and
	ses meren: ser form.
Given under my hand and official seal, this day of October, 1992	/
My Commission expres OFFICIAL SEAL	O(1)
DINO A DIVENERE	More
FNBC0200(P).IFD NOTARY PUBLIC, STATE OF ILLINOIS 4- Note	ary Public
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LEGAL DESCRIPTION

ANIT NO. C-5 AND PARKING BPACE NO. G-37-G-38 IN GAK PARK CLUB CONDOMINIUM AS VELINEATED ON PLAY OF BURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

OTS 9 AND 10 IN THE SUBDIVISION OF LOT 1 IN JAMES H. BCOVILLE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, AST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS.

HICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF ONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A 'ATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 26, 989 AND KNOWN AS TRUST NO. 108185-08 AND RECORDED IN THE OFFICE OF THE ECORDER OF DEEDS OF COUNTY, ILLINOIS ON AUGUST 29, 1990 AS DOCUMENT NO. 0420544, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON LEMENTS.

PINE 16-07-218-027-1036

721 Optario Unit C5, Oak Park

94412159

UNO FORMUM IN RIDER OPY

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THIS-CONDOMINIUM RIDER is made this 9TH day of OCTOBER , 10.92, and is incorporated into and shall deemed to amend and supplement that certain Mongage (the "Security Instrument") dated of even date herewith, given by a undersigned (the "Montgagor") to secure Mongagor's obligations under that certain Equity Credit Line Agreement, dated of even date herewith, between Mongagor and The First National Bank of Chicago	פול
(the "Lender") and covering the property described in the Security instrument and located at 721 ONTARIO UNIT CS OAK PARK, TL 60304 (the 'Property	
PARK, IL 60304 (the Property	,
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as OAK PARK CLUB CONDOMINIUM (the "Condominium Project the "Condominium Project (the "Association") holds little to property for the benefits of its members or shareholders, the Property also includes Mortgagor's interest in the Association, in the uses, proceeds as benefits of Mortgagor's interest.	olit
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Mortgagor and Lend further covenant and agree as Jollows:	101
A. Assessments. Mortgagor shall promptly pay, when due, all assessments imposed by the Association pursuant to the provisions the Declaration, by-laws, code of regulations and any other equivalent documents (the "Constituent Documents") of the Condominia Project.	
B. Hazard Insurance. So long as the Association maintains, with a generally accepted insurance carrier, a "master", "blanker", or similarly policy on the Condominium Project, which policy provides insurance coverage against fire, hazards included within the term textended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require Montgagor's obligation under the Security Instrument to maintain hazard insurance coverage on the Property is deamed satisfied Montgagor shall give Lender prompt notice of any lapse in Purch hazard insurance coverage.	rm rm
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether the unit or to common elements, any such proceeds payable to Mutgagor are hereby assigned, and shall be paid to Lender application to the sums secured by the Security Instrument, with the excess it any, paid to Mongagor.	
C. Lendor's Prior Consent. Mortgagor shall not, except after notice to Lendor and with Lender's prior written consent, partition subdivide the Property or consent to:	
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case substantial destruction by fire or other casualty or in the case of a taking by condemnation or evaluent domain;	te
(ii) any material amendment to the Constituent Documents, including, but not limited to, any mendment which would change to percentage interests of the unit owners in the Condominium Project; or	he
(iii) the effectuation of any decision by the Association to terminate professional management and assume self-management of the Condominium Project.	he
D. Easements. Mortgagor also hereby grants to the Lender, its successors and assigns, as rights and easements apputenant to the Property, the rights and easements for the benefit of said Property set forth in the Constituent Documents.	ne
The Security Instrument is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in the Constituent Documents the same as though the provisions of the Constituent Documents were recited and atipulated at length herein.	ha (
E. Remedies. If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including the covenant to pay when decendominium assessments, then Lender may invoke any remedies provided under the Security Instrument.	
IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.	Ų

x Cyntha Dell Clark

FNBC007,IFD