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LaSalle Banks
🔾 LaSalle Northwest National Bark National Bark Run
(1) LaSalle Bank of Liste (1) LaSalle Bank Westmont (2) LaSalle Bank Matteson
This Equity Line of Credit Mortgage is made this 5th day of July , 19 94., between the Mortgager. Patrick F Echlin and Darlene Echli(Renoid J'Borrower'), and the Mortgagee LaSalle Bank Matteson
Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated
19 94 pursuant to which Borrower may from time to time borrow from Lender aums which shall not in the apprepate 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 tooms outstanding under the Agreement on or after
1994 , 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 July 5, 1999 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
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 convenants 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, State of Illinois:
The W 300 feet of the N 75 feet of the W 631 feet of the S 353 feet of the E & of
the NE 1/4 of Section 29, Township 36 North, Range 14, East of the Third Principal
Meridian, in Cook County, Illinois.
PIN: 29-29-206-010 DEPT-DI RECORDING \$23.50
. T#6668 TRAN 1784 07/11/94 09:49:00
which has the address of 17005 Lathrop Avenue, Harvey, IL 60426 . 10703 1 C *-94-599818 (herein "Property Address"): CODK COUNTY RECORDER
Together with all the improvements new or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and

Together with all the improvements new or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and vater stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be in id-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 a lizer, of the estate hereby convoyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the utily to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to cover uge in any title insurance policy insuring Lender's interest in the Property.

Covenants. Barrower and Lender covenant and agree at follows:

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- 1. Payment of Principal and Interest. Borrower shall promyth 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, assessment and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground mats, 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 or this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that Burrower 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 or 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 provent 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 it, is the 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 mor gage 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 lecents of paid premulms. 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 of cr., sir is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secure 1 by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 day if c n 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 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 falls 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 mortgages, 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.

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 turms 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 focur any expense or take any action herounder.

- 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 fleu of condemnation, are hereby assigned and chall be paid to Lender in the event of a total or partial



taking of the Property, or part thereo, or or not or youngs in liet of contembs on the hereby assigned and she had to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums species by this Mort age of the paid to Lender. In the event of a total or partial taking of the Property, the process shall be applied to the sums species by this Mort age of the excess, if any, paid to Borrower. If the Property is abundanced by Borrower, or it, aller notice by Lender to Borrower that the condemner offers to make an award or sottle a claim for

damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the 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 exceed or postpone the due date of 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 this Mortgage granted by Lender to any successor in Interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest
- 10. Forbearance by Lander Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by application law, shall not be a waiver of or proclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other items or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by 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 afforded 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, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenats and agreements of Borrowers 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 to interpret or define the provisions hereof. 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, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by cerified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other and issued and in the such other and other 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; Severet illt. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement could be with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the confliction provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation
- 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same ex ent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of excurtion of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unself balance of indebtness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other documen, with respect thereto) at any one time outstanding shall not exceed a maximum principal 25,000.00 plus interest thereon up a any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indell'or a se being hereinniter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens car encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured he ex-
- 17. Termination and Acceleration. Lender at its option may terminate it a availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and unforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower's rotions or inactions adversely affects any of the Lender's security for 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 Botrower to the Lender is found to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferr d. incumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortg. 1gr., (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by "Lucal proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and lost, of documentary evidence, abstracts and title reports.
- 18. Transfer of Ownership. If all or any part of the Property or any Interest in it is sold or transferred for if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without Lender's prior written or as at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lander If exercise is prohibited by lederal law as of the date of this Mortgage.
- 19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereun let, Bottower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandor ment of the Property, have the right 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 any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possess on of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be property d first to payment of the

altorney's loes, and then to the sums secured by this Mortgage. Ler	nder and the receiver shall be flable to account o	only for thus words actually received.
20. Waiver of Homestead, Borrower hereby waives all right of hor	mastead exemption in the Property.	6
In Witness Whereof, Borrower has executed this Mortgage.	Jalut 160	hh.
	Patrick F Echlin	94599818 Borrower
•	Type or Print Name	K
State of Illinois	Darlene Echlin	Borrower
County of Cook	Type or Print Name	Borrower
the undersigned	a Notary Public in and for said con	nty and state, do hereby certify that
Patrick F Echlin and Darlene	Ecnlin (J)	personally khown to me
to be the same person(s) whose name(s) ATC subscribed to	the foregoing instrument, appeared before me th	his day in person and soknowledged
thatthe _Ysigned and delivered the said instrument		
Given under may hand and notarial seal, this 5th	day of July 19 94	
(SEAL) " OFFICIAL SEAL " My Controsaire Orbites, MORRISON (NOTARY PUBLIC, STATE OF ILLINOIS (MY COMMISSION EXPIRES 7/7/96)	d Symberison Note	ary Public
FORM NO:999-3454 FEB:93 Prepared by and return to	CS Morrison 1701 River Oaks	Drive, Calumet City,

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