94769376

A 12 W CXIII V VENIU VENIU OLNWOOD REVOLVING CREDIT MORTGAGE

HOME EQUITY LOAN PROGRAM—Individual Form

THIS MORTGAGE is dated as of August 22, THIS MORTGAGE is dated as of August 22.

Betty ff. Lesser, divorced, and not since remarried.

(hereinafter individually and collectively referred to as Mortgagor and BANK OF LINCOLNWOCD, and Illinois banking association, 4435 W. Toutly Avenue. Lincolnwood Illinois ("Mortgagee")

WITNESSETH:

Montgagor has executed a Revolving Credit Note (the 'Note') dated the same date as this Mortgage payable to the order of Mortgages in the principal amount of \$ 30,000.00 (the "Line of Credit"). Accrued interest on the Note shall be due and payable monthly beginning the 20th day of the first month after the date network and continuing on the same day of each month thereafter, and the entire unpaid balance of (the 'Line of Credit'). Accrued interest on the Note shall be due and payable monthly beginning principal and interest (the "Account Balance i shall be due and payable at materity (defined below). Interest on the Note shall be charged and payable at the rate of one (1%) percent in excess of the Prime Bala (defined below).

Interest after Default (defined below) or Maturity (defined below) on the Account Balance shall be charged at a per annum rate equal to four 14%) percent in excess of the Prime Rate. Mortgagor has the right to prepay all or any part of the Account Balance at any time without penalty.

To secure payment of the indebtedness avidenced by the Note and the Liabilities (defined below), including any anti-all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagor, all of Mortgagor's astate, right. title and interest in the real estate situated, lying and being in the County of Cook., and State of Illinois legally described as follows:

> Lot 335 in the Willows Unit number 3, being a Subdivision of part of the S } of Section 21, Township 42 North, Range 12, East of the Third Principal Meriodan, in Cook County, Illinois.

Coommorly known as: 3116 Maple Leaf Drive, Glenview, Il Tax 1.b. /: 04-21-408-015

THIS INSTRUMENT WAS PREPARED BY 60025 4433 W. TOUHY AVE. LINCOLNWOOD, IL 60646

which is referred to herein as the Framises', together with all Improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in on one or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awaings, stoves and water heaters, whether now on or in the Premises or pereatter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and it politics of the security for the Liabilities.

The Note evidences a revolving credit as refined in illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures

payment of any existing indebtedness and future advances ("Advances") made pursuant to the Note, to the same extent as if such future advances ("Advances") made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage is executed and without regard to whether or not there is any Advance made at the time this Mortgage is executed and without regard to whether or not there is any Advance is made.

Further, Mortgagor does hereby pleader and assure to Mortgagor all tensors without regard to whether or not there is any Advance is made.

Further. Mortgagor does hereby piedge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, noticing without limitation, all rents, issues profits, revenurs, loyalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all prise it and litture leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when two or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covernant applicable to Mortgagor only, and not as a limitation or common hersol and not available to anyone other than Mortgagor, that until a Delauti shall occur or an event shall occur, which under the terms level give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect receive and enjoy such avails.

ict receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois

Further Morigagor covenants and agrees as follows:

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1. Montgagor shall (a) promptly repair, restore or rebuild any buildings or tripr overnents now or hereafter on the Premises which may become 1 Mortgagor shall (a) promptly repair, restore or rebuild any buildings or itrip? Ivements now or nereater on the Premises which may become damaged or be destroyed (b) keep the Premises in good condition and repris. without waste, and, except for this Mortgage, free from any encumprances, security intrrests liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by mortgage, lien or charge on the Premises including any installment payments due "mereunder, and upon request, whibit satisfactory evidence of such payment, and perform and comply with all covenants contained in any such mortgage, iven or charge; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no majorials in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in wilting by the capages; (g) retrain from impairing or diminishing the value of the Premises

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessment or charges against the Premises. Mortgagor shall upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessment or charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, and tax, assessment or charge, which Mortgagor may desire to contest 100. such tax, assessment or charge becoming delinquent.

3 Upon the request of Mortgagee. Mortgagee shall deliver to Mortgagee all original leases of all or any lortion of the Premises, together with assignments of such leases from Mortgagee, which assignments shall be in form and substance satir. All or Mortgagee. Mortgages shall not without Mortgagees prior written consent, procure, permit or accept any repayment, discharge or compromise of any rent or release any tenant from any obligation at any time while the indebtedness secured hereby remains unpaid,

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and to be paid to Mortgagee; and such awards or any part thereof must be applied by Mortgagee; and such awards or any part thereof must be applied by Mortgagee; after the payment of all the Mortgagee is expenses, including costs and attorneys; and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

5 No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mongage or the Premises shall be in addition to very other remedy or right now or hereafter existing at law or in equity. No delay by Mongages in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or ight may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6 Mortgagor shall keep the Premises/and all buildings and improvements now or hereafter situated on the Premises insured against loss of damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by florigage. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the costs of replacing or repairing the buildings and improvements on the Premises and in no event less than the principal amount of the Note.

Mongagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Montgagee. All policies shall be storigagor shall obtain liquity insurance with respect to the remises in an amount which is acceptable to Mongagee. An porcess shall be payable, in case of loss or damage, to Mongagee. Each insurance policy shall contain a lender's loss payable clause of endorsement in form and substance satisfactory to Mongagee. Mongagee shall deliver all insurance policies, including additional and renewal policies, to Mongagee. In case of insurance about to expire, Mongager shall deliver to Mongagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days, prior written notice to Mortgagee

7. Goon Detault by Mortgagor nersunder. Mortgages may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgages, and Mortgages may, but need not, make full or partial payments of principal or interest on any encumbrances, kens or security interests alteding the Premises and Mortgages may purchase, discharge, compromise or not retrieve or other lien or title or claim or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purgoses herein authorized and all expenses paid or incurred in connection therewith, including attorneys and paralegate fees, and any other funds advanced by Mortgages to protect the Premises or the lien thereof, plus reasonable compensation to thorigages for each matter concerning which action hereon enthorized may be taken, shall be so much advisoral indebtagness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note inaction of Sortgages shall never be considered as a waiver of any right accriting to Mortgages on account of any Default networder on the pan of Mortgagor. Coon Default by Mortgagor nereunger. Mortgagee may, but need not, make any payment or perform any act required of Mortgagor

B of Mortgaguer makes any payment author encumbrances. Mortgague may do so according to inquiry into the accuracy or validaty of some billion of the source of the country thorized by this Mortgage relating to taxes alsoessments charges, liens security interests or g to any bit, statement or name terreved from his applied faith party claiming such funds without bill statement or terretory also the validity of the encumbrance, security interest, tax, but thereo.

9. Upon Dafault, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including altorneys and paralegals less and expenses incurred in connection with the Mortgage and all expenses incurred in the enforcement of Mortgagees rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term: Default, when used in this Mortgage, has the same meaning as defined in the Note. Default under the Note or any other Loan Documents shall constitute a Delault under this Mortgage

10. Notwithstanding any other provisions of this Mortgage, no sale, lease mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale of transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11 "Default" or "event of Default" means any one or more of the following events: (i) there is fraud or misrepresentation by the Mortgagor (or any Guarantor) in connection with the Line of Credit; (ii) the Mortgagor (or any Guarantor) fails to meet the repayment terms of the Note of the Liabilities for any outstanding balance, or (iii) any action or inaction by the Mortgagor (or any Guarantor) fails to meet the repayment terms of the Note of the Liabilities for any outstanding balance, or (iii) any action or inaction by the Mortgagor (or any Guarantor) adversely affects the Mortgagoe's security for the Line of Credit or any right of the Mortgagoe's security.

12. Labilities, means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker or Guarantor of the Note to Mortgagee for payment of any and all laboraties, obligations and indepted indepted in the Mortgage or any other maker or Cutarantor of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether nereofore, now or hereafter arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, logether with attorneys, and parategals fees relating to protecting and enforcing the Mortgagee's rights, remedies and security interests hereunder or under the Note or under any of the Liabilities, including advising the Mortgage or drafting any documents for the Mortgagee at any time

13 "Prima Rate" means the highest rate of interest published in The Wall Street Journal in the "Money Rates" column each business day as 13. Prime Hate, means the highest rate or interest published in The wall offeet Journal in the "Money Hates" column each business day as the Prime Rate, for the preceding business day. The Prime Rate may be adjusted without notice by the Bank to the undersigned. Any change the Prime Rate will be applicable to all the overlanding indebtedness under the Pole whather from any past or future Advances, in the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Prime Rate shall be the interest rate published in the Federal Reserve Statistical Release H.15 as the "Bank Prime Loan, interest rate for each business day.

14. Maturity my inside earlier of ratifive years from the date of the Note, or (b) the day when the Mortgagee accelerates and declares the balance of the Line of Credit to be due and payable pursuant to a Default. By agreement of the Mortgager, and Mortgagee, the Maturity of the Note

and this Mortgage may be extended

15. When the indebt dnivss secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to 15. When the indebt dn'ss secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgement of foreclose. It is expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys, and paralegals fees appraisers fees outlays for documentary evidence, stenographers, charges, special process server fees, publication costs and costs of procuring all abstracts of five little searches and examinations, title insurance policies. Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgement may be estimated by Mortgagee. All expenditures find expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional numbers to set forth in the Note. This paragraph shall be a pain to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceedings, including visitod limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party either as connection with (a) any proceeding, including with any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including with difficult limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after (ccruilated) of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced or (c) any preparation for the order of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

16. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including out the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indiabledness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal), fourth, any surplus to Mortgagor or Mortgagor is here; legs representatives, successors or assigns, as their rights may appear.

principal), rourth, any surplus to mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

17. Upon or at any time after the filling of a complaint to foreclose the Mortgago, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or at erisale, without notice, without regard to the solvency or insolvency or Mortgagor at the time of application for the receiver and profits of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagoe may be appointed as the receiver's shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in fast of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any, under times when Mortgagor, except for the intervention of the receiver would be entitled to collect the rents, issues and profits. Such receiver in a laso have all other powers which may be necessary or are usual for the profection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filled may from time to time authorize the receiver to apply the net income in the receiver's hands in plymant in whole or in part of the indehtedness secured time to time authorize the receiver to apply the net income in the receiver's hands in plymant in whole or in part of the indebtedness secured hereby, or secured by any judgement forecissing this Mortgage, or any tax, special as essivent or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency

18. No action for the enforcement of the iten or of any provision of this Mortgage shall be tuble it to any detense which would not be good and

available to the party interposing the same in an action at law upon the Note.

19 Mortgagee shall have the right to inspect the Premises at all reasonable times and access the reto shall be permitted for that purpose.

20. Upon payment and discharge of all amounts secured by this Mortgage and termination of the Line of Credit, Mortgagee shall release the lien of this Mortgage, and shall pay all expenses, including recording fees and otherwise, to release this. At rigage of record

21. This Mongage and all provisions hereof shall extend to and be binding upon Mongagor and all persons or parties claiming by, under or Inrough Mortgagor The word Mortgagor when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties have executed the Note or this Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

22. This Mortgage has been made, executed and delivered to Mortgage in Lincolnwood, fillinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner, at the effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. Such provisions shall be intellective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this

WITNESS the jurid and sear of Modgagor the day and year set forth at	bove Address(es) of Mortgagor(s)
Signaturus of Mongagorisi State X Esser Betty II. Tenner	3116.Maple Leaf Glenview II Terrozeii Recording \$23.56 T88888 TRAN 1332 68/31/94 13.31:99
State of Hemois 1	. #1442 # J38 # -94-769376 COOK COUNTY RECORDER
STATE OF FEINOIS COUNTY IN COOK COUNTY IN CO	Betty H. Lesser
I the undersigned a Notary Public in and for the County and Stati personally known to me to be the same personist whose name(s) <u>as</u> day in person and acknowledged to me that <u>Lhoy</u> subscribe	subscribed to the laregoing instrument, appeared before me this difference in the three differences own free and voluntary
act for the uses and purposes herein sel forth Given under my hand and Notarial Seal this 18th	1994
	OFFICIAL SEAL ERRY G. McGOVERN TARY FOREITS. STAF OF ILLINOIS Commission Expert Nov. 77.
	/ New york to