Fagalle Banks Bull All All All All All All All All All	LINE OF CHEDIT MORTGAGE
i ) LaSalle Northwest National Balk   1 <mark>1 LaSalle Balk</mark> (1 เปอยแบ Bank of Liste   13 LaSalle Bank Westmont ใจ LaSalle Bank	
This Equity Line of Credit Mongage is inedo this 10th day of December Arnold Lee Dracrek & (herein "Borrower"), and the Mongages Let Didne M. Dracnek, List wife (J)	
Security to the White A free with the second	(herein "Lender").
Whereas, Borrower and Lender have entered into an Equity Line of Gredit Agreement (the "Agrees	mant'), danid December 10
$10^{-93}$ , pursuant to which dorrower may from time to time borrow from Lander sums which shall n	of in the apprecate outstanding principal balance
exceed \$ .50,000.00 plus interest. Borrowings under the Agreement will take the form of revolution ("Loans"), interest on the Loans borrowed pursuant to the Agreement is payable at the rate or Uniess otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under in January 5	rates and at time provided for in the Agreement. the Agreement on or after any eyent, all Loans
To Secure to Lendor the replyment of the Loans made pursuant to the Agreement of extensions, renew the phyment of all other sums, with interest thereon, advanced in accordance becaute to protect the of the convenants and agreements of Borrower contained herein and in the Agreement, Borrower do the following closeribed property located in the County of COOK.	security of this Mortgage, and the performance
PIN #28-18-204-037: Lot 37 in Block 15 (SEE ATTACHED)	
THE PROPERTY OF STATE BLOCK TO GREEN HANCHING	94178293
	DEPT-01 RECORDING \$25.50 Te0011 TRAN 0250 02/24/94 10:50:00
which has the address of 15300 Oak Road, Oak Forest, Illinois 60452	COOK COUNTY RECORDER

which has the address of 15300 Cak Road, Oak Forost, Illinois 60452. Cli (herein "Property Address"):

Together with all the improvements now of ".e.enfer erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and when, linguage 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, logether with said property (or feasehold estate if this Mortgage is on a leasehold) are breein referred to as the "Property."

Borrower coverants that Borrower is lawfully selected 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, declarations, essements or restrictions listed in a schedule of exceptions to coveraria in any title insurance policy insuring Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as inflower

- 1. Payment of Principal and Interest. Ecrower shall promptly, pry when thus the principal or, interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.
- Application of Payments. Unless applicable law provides otherwise, all perments received by Lender under the Agreement and paragraph it hereof
  made shall be applied by Lender first in payment of any advance made by Fender pursuant to this Mortgage, then to interest, four and charges payable
  pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.
- J. 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 relate it any, including all payments rule under any mortgage disclosed by the little insurance policy insuring Lender's interest in the Property. Borrower wiell, "upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority or withis Mortgage, except for the lien of any mortgage disclosed by the little insurance policy insuring Lender's Interest in the Property; provided, that Borr wir 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 failth content 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 areoted on (or . Troperty insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and known 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 overage required to pay the sums sequed 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 Lander; 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 mortgag a culture 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 receives of paid premutins. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of the information by Borrower.

Unless Lunder 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 leasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by the Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower tails to respond to Londer 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 atherwise agree in writing, any such application of proceeds to principal shall not extend or positions that 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, tills 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 Morigage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Borrover 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 team 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 coverants 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 coverants and agreements of such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Mortgage as if the rider were a part hereof.
- 6. Protection of Lander's Security. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or it any action or proceeding is commenced which materially affects Londer'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 assangements or proceedings involving a bankrupt or decedent, then Lender's Lender's option, upon notice to Borrower, may make such appearances, disburse such aums 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 expanse or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon und 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 hareoft or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to french in the event of a total or partial

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at Lander's option, either to restoration or repair of the Property or to the aums secured by this Mortgage

Unless Lander and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of may payment due under the Agreement of change the amount of such payment

- 9. Sprrawer Not Released, Extension of the time for payment or modification of any other form of the Agreement or this Mortgage granted by Cender to any successor in interest of Borrower shall not operate to release, in any manner, the trability of the original Borrower and Borrower's successors in interest, Londer shall not be required to commence proceedings against such successors or refuse to extend time for phyment or otherwise monthly any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's succession interest
- 10. Forbearance by Lender Not a Walver. 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 preclude the exercise of any such right or winedy. The procurement of insurance or the payment al taxes or other liens 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 Morigage are distinct and cumulative to any other right or remedy under this Morigage or affordad by law or equity, and may be exercised concurrently, independently or successively
- 12. Suppossors and Assigns Bound: Joint and Several Liability; Captions, The covenants and agreements herein contained shall bind, and the rights hereunder shall foure to the respective auccessors and assigns of Lender and Borrower All covenets and agreements of Secrewers shall be round 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 form 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 Borrowe: provided for in this Mortgage shall be given by malling such notice by certiled mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lentier as provided herein, and (h) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other euflicia as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deamed to have been given to Borrower or Lunder when given in the manner designated therein.
- 14. Governing Law; Severabl'.y. 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 control with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given affect without the conflicting privision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recurdation harpol.
- 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit toan and shall secure not only presently existing indebtedness under the Agreement but also tuture 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 within as it 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 excession 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 sholl 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 ( ) the bounty in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total analid balance of indebtness secured hereby (including distrussments which the Lender way make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 50,000,000. In plus interest thereon and any disbusements made for payment of taxes, special assessments or insurance on , plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and Interest on such distrussments (all such indebied/.e/s being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent tions and encumbrances, including statutory liens, excepting colely taxes and assessments fevied on the Property, to the extent of the maximum amount secured her up
- 17. Termination and Acceleration. Londer at its option may terminate the availability of toans under the Agreement, declare all amounts owed by Borrower to Lander under the Agreement to be immediately due and payable, and a storice its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrow's extions or inactions adversely affects any of the Lender's security to the indebtedness secured by this Mortgage, or any right of the Lender in the Project or other security for the indebtedness secured by this Mortpage. or (c) any application or statement furnished by Borrower to the Lender is found to by in sterially felse. The Lender's security what he presumed to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, inclumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortg (pe. fb) Borrower fails to comply with any covenant or agreement In this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by Joical proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and losts 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, or if the title to the Property is field by an Illinois Land Rust, and a beneficial interest therein is sold or transferred) without Lender's prior written configure. 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 Cunner if exercise is prohibited by federal law as apagnoM sidt to alab ant to

19. Assignment of Bents; Appointment of Receiver; Lender in Possession. As additional security hereunder thereby assigns to Lender the rents of the Property, provided that Borrower chalf, prior to acceleration under paragraph 17 hereof or abanden next of the Property, have the right to collect and rotain 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, Lendur, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take position of and manage the Property and to collect the rents of the Property including those past due. All tents collected by Lender or the receiver shall be uponed first to payment or the

	ig, but not limited to receiver's fees, premiums on receiver's bonds and reasonable for and the receiver shall be liable to account only for thore is not actually received.
20. Walver of Homestead, Borrower hereby waives all right of home	instraid extemption in the Property
In Witness Whereof, Borrowor has executed this Mortgage.	(Unal De Deserve
	Armold Less Disconcis Parrower Type of Print Name
State of Illinois 98 County of Dalbage	Diane M. Drzonek  Type or Print Namo  Borrower
the undersigned Arnold Lee Drzonek & Diane M. Drzonek	, a Notary Public in and for said county and state, do hereby certify that
that they signed and delivered the said instrument as Given under may hand and notarial seat, this 10th decreases	personally known to me to foregoing instrument, appeared before me this day in person and acknowledged  1. <u>thC17</u> free and voluntary act, for the user and purposes therein set forth  Ay 93
My Commented Explain D. Roan NOTARY PUBLIC, CTATE OF ILLINOIS MY COMMISSION EXPRES AUSUST 1 1994  Propered by and return to:	HOINTY PAWALLE BANK WESTMONT 130 RORTH CASS AVENUE WESTMONT IL 60559-1603

WESTRONT, HE 60559-1603

## **UNOFFICIAL COPY**

P.I.N. # 28-18-204-037

Lot 37 in Block 15 in Bruno Jonikas' Forest View Hills, Unit Number 4, a Subdivision of part of the Northeast 1/4 of Section 18, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

A Road IIII.

Cottoner County Clerk's Office And The County County Clerk's Office And The County Cou Arnold Lee & Diane M. Drzonek 15308 JAK Road Oak Forest, Illinois 80452