	LaSalle Banks     02-803145-8		
	() LaSalle Northwest Nutional Burk   LoSulle Bank Poutbir ok   Lisulf Buri Like View   A LaSalle Talman Bank Pu (.) LaSalle Bank of Liste   (.) LaSalle Bank Westmont   (.) LaSalle Bank Matteson   (.)		
. 1	This Equity Line of Credit Mortgage in made this 2nd day of March 19 94 between the Mortgage LASALLE TALMAN BANK, FSB Loom 1 Greenberg & (herein "Eorrower"), and the Mortgages LASALLE TALMAN BANK, FSB (herein "Lender"		
	Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated March 2nd		
	19 9.4 , pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance		
	sceed \$23 , 0.00., 0.0to interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph iff below ("Loans"), interest on the Loans borrowed pursuant to the Agreement is psychia at the critic or rates and at time provided for in the Agreement decreases otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after		
l	terch 2nd		
^3	perrowed under the Agreement plus interest thereon must be repaid byMarch_2nd		
	To recure to Lender the repayment of the Loans made pursuant to the Agreement all extensions, renewals and refinancings thereof, with interest thereof. It is payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgagn, and the performance of the convenients and agreements of Borrower contained herein and in the Agreement, florrower does hereby mortgage, grant and convey to Lende the following described property located in SEE ATTACHED LEGAL DESCRIPTION:		
· •	he County ofCook, State of Illinois:		
•	and the second of the second		
•	94212903		
	which has the address of 521 Glenshire Rd., Glenview, IL. 60025		
	bgether with all the improvements how of hereafter erected on the property, and all ensements, rights, appurtenances, rents, revallies, mineral, oil and see rights and profits, water rights, end water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions therein, shall be deemed to be used remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property covered by this Mortgage; and all of the foregoing, together with said property to an the "Property."		
	Borrower covenants that florrower is tawfully a size direct the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the size to the Property against all claims and demands, subject to any mortgages, declarations, examinents or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lendor's interest in the Property.		
	Sovenants, Borrower and Lender covenant and agree is follows:		
. ,	. Payment of Principal and Interest. Borrower shall prohioly may when due the principal or, interest on the Loans made pursuant to the Agreement spether with any fees and charges as provided in the Agreement		
	Application of Payments. Unless applicable law provides others ise, all payments received by Lender under the Agreement and paragraph 1 hereo nede 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 urauent to the Agreement, then to the principal of Leans outstanding under the Agreement.		
3			

by the tille insurance policy insuring Lender's interest in the Property; provided, that for over 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 line. 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 sevent 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 such 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 enanty withheld. All premiums on inaurance policies shall be paid in a timely manne

All insurance policies and renewals thereof shall be form acceptable to Lender and shall include a standard mirtgage 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 er requipts of paid premulms. In the event of lose, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of lose if not made promptly by

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Preperty 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 economicalby leasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with e excess, if any, paid to Borrower. If the Property is abundaned by Borrower, or if Borrower falls to respond to Lender within 30 di yelliom 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 hipair 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 condominum 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.
- 4. Protection of Lender's Security. If Borrower fails to perform the covenints 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, eminant 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 Berrower 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 reps payable from this or outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense 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 Lunder shall give Borrowe
- notice prior to any such inspection specifying reasonable cause therefor related to Lender's interestlin the Property (1997) (19

taking of the Property, or past hereof or of conveyance in lieu of concerning on the pereby assigned and shift be paid to Lender. In the event of a total or partial taking of the Property, this process as all the applied to the sums specied by the Merigage visit the excess, if any, paid to Burrower. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower and 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 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 Morigage.

Unless Lander 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 Walver, Any forbearance by Londer 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 remedy. The procurement of insurance or the payment of 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 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 easigns 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 Morigage 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 a fdr iss 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; Several Atty. 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 condition with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting ricovision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy, Borrower shall be turnished 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 Morigage, although there may be no advance made at the time of execution 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 small 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 of decrease from time to time, but the total unpeld balance of indebtness secured hereby (including disbursements which the Lender may 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 \$ 23,000.00 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on Mortgage shall be valid and have priority over all subsequent liens on a encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereey.
- 17. Termination and Acceleration. Lender at its option may terminate t. e availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be Immediately due and payable, et a phorce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrover's actions 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 turnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortriag a, (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 Luical proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and cos's 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 held by an Illinois Land Trust, and a baneficial interest therein is sold or transferred) without Lendor's prior written contact, 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 ander if exercise is prohibited by federal law as of the date of this Mortgage.

19. Assignment of Renta; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon accoleration under paragraph 17 hereof or abandonment of in ing judicial sale. Lender, in person, by agent or by judicially appointed ty and to collect the rents of the Property including those past due. A costs of management of the Property and collection of rents, includin attorney's lees, and then to the sums secured by this Mortgage. Lend	receiver, shall be entitled to enter upon, to the rents collected by Lender or the receiver, but not limited to receiver's less, premi	ke pusser into of and manage the Proper- er shall be ap aled first to payment of the iums on requivor's bonds and reasonable
20. Waiver of Homestead. Borrower hereby waives all right of hom	estead exemption in the Property.	
in Witness Whereof, Borrower has executed this Mortgage.	@ Kenard L	carling
	Leonard Greenberg	Borrower
	Type or Print Name	2
	a flaome Mi	estres
State of Illinois		9421290
SS S	Naomi Greenberg	Borrower
County of _Cook	Type or Print Name	
, the undersigned	, a Notary Public in and for said	county and state, do hereby certify that
Leoanrd Greenberg and Naomi Greenb	erg, his wife	personally known to me
to be the same person(s) whose name(s) are subscribed to the	ne foregoing instrument, appeared before	me this day in person and acknowledged
that t heY signed and delivered the said instrument as		
	lay of March 19	94
***************************************	lay or	
(SEAL) My Commission ExpirERANK S. OLCHOWRA NOTARY PUBLIC, STATE OF ILLINOIS	It oulout	Notary Public
My Commission Expires 03/28/95	G.Balarin	
FORM NO: 999-3454 FEB 05 Prepared by and return to:	LASALLE TALMAN BANK,	FSB,8303 W. Higgins, CHicago, II. 60631
s and the same and a second of the same and		CUTCOMO, TH. BABBT

The South forty one and sixty one hundredths (41.61) feet of that part of Lot two (2), in Owner's Subdivision of bert of feetler eleven (11), Township forty one (41) North, Range typical (12), East of the Third Principal Meridian as per plat of said Owner's Subdivision filed for meword n the Recorder's Office of Cook County, Illinois, on January 2, 1917 as Document 6022131, described as follows: Beginning on a line fifty (50.0) feet South of (Measured at right angles to) and parallel with the North line of said Section eleven (11), and at a point on said line one hundred ninety four and twenty six hundredths (194.26) (as measured along said parallel line) East of a line fifty (50.0) feet Easterly of (measured at right angles to) and parallel with the centerline of Greenwood Road, thence South along a line waiting an angle with the last described line of eighty nine degrees (89) fifty eight feet (58') and fifteen inches (15") as measured from West to South a distance of one hundred fifty one and forty two hundredths (151.42) feet to a point of beginning of the Tract of land herein described; continuing thence South along the last described line a distance of one hundred thirty and seventy four hundredths (130.74) feet, thence East parallel with the North line of said Section eleven (11), a distance of seventy four and fourteen hundredths (74.14) feet to a line one hundred eighty three (183.0) fact West of and parallel with the West line of Lots one (1) through eight (3) in Glenview Realty Company's Central Gardens, a Bubdivision of part of the Northwest quarter (1/4) of said Section eleven (11), thence North parallel with said West line of said Lots one (1) through eight (8), a distance of one hundred thirty and seventy four M hundredths (130.74) feet to a line two hundred one and forty two hundredths (201.42) feet South of and parallel with the North line of isaid Section eleven (11), thereo West seventy four and fifty three hundredths (74.53) feet to the point of beginning all in Cook County, Illinois, commonly known as 521 Glenshire Road, Glenview, Illinois.

Parking Area: That part of Lot two (2) in Owner's Subdivision of part of Section eleven (11), Township forty one (41) North, Range twelve (12), East of the Third Principal Meridian, as per plat of said Owner's Subdivision filed for record in the Recorder's Office of Cook County, Illinois, on January 2, 1917 as Document #6022113, described as follows: Beginning on a line fifty (50.0) feet, South of (measured at right angles to) and parallel with the North line of said Section eleven (11), and at a point on said line one hundred fifty nine and seventy six hundredths (159.76) feet (as measured along said parallel line) East of a line fifty (50.0) feet Easterly of (measured at right angles to) and parallel with the centerline of Greenwood Road, thence South along a line making an angle with the last described line of eighty nine degrees (39) fifty eight feet and fifteen inches (58' - 15") as measured from #4st to South a distance of one hundred thirty eight and twenty hundredths (138.20) feet to the point of beginning of the Tract of land herein described, continuing thence South along the last described line twelve and seventy

angle of forty five degrees (45) (as measured from North to East) with the last described line, a distance of forty eight and seventy nine hundredths (48.79) feet, thence North along a line parallel with the Westerly line of said Parcel, a distance of twelve and seventy five hundredth (12.75) feet, thence Southwesterly along a line making an angle with the last described line of forty five degrees (45) (as measured from South to Southwest a distance of forty eight and seventy nine hundredths (48.79) feet to the point of beginning, all in Cook County, Illinois. P.I.N. 09-11-101-046

94212903

DEPT-01 RECORDINGS \$23.00 T#9999 TRAN 3181 03/08/94 14:51:00 #8647 # \*-94-212903

## **UNOFFICIAL COPY**

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