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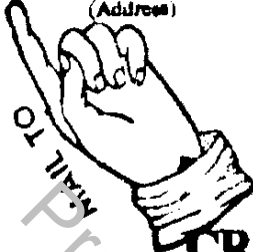
The instrument was prepared by:  
**CHRIS S. BOIND**

(Name)

**IRWIN HOME EQUITY CORPORATION**  
2400 CAMINO RAMON #375  
SAN RAMON, CA 94583

**95602881**

(Address)



DEPT-31 RECORDING 933.50  
147777 TRAN 8889 09/08/95 13:41:00  
#5336 # SK #95-602881  
COOK COUNTY RECORDER

## Loan #: 95-1451 **CREDIT LINE MORTGAGE**

*INV 5593-026*

THIS CREDIT LINE MORTGAGE and Security Agreement is made this 31st day of August 1995 between the Mortgagor, **JAMES J. MCMAHON MARRIED TO JEAN M. MCMAHON**

(herein "Borrower"),

and the Mortgagee,

**IRWIN UNION BANK AND TRUST COMPANY**  
a corporation organized and existing under the laws of **INDIANA**  
whose address is **500 WASHINGTON STREET**  
**COLUMBUS, IN 47201**

(herein "Lender").

WHEREAS, this Mortgage is a "Credit Line Mortgage" and secures obligations up to a maximum amount of indebtedness outstanding at any time of **FIFTY-EIGHT THOUSAND SIX HUNDRED DOLLARS AND 00/100 Dollars (\$ 58,600.00 )** plus accrued and unpaid interest, advances for the payment of taxes and municipal assessments, insurance premiums, costs incurred for the protection of the mortgaged property or the lien of this mortgage, expenses incurred by the Mortgagee by reason of default by the Mortgagor under this Mortgage.

WHEREAS, the Lender intends from time to time until the maturity date of August 31, 2015 to make credit advances of certain sums of money to the Borrower under the terms of a Home Equity Loan Agreement dated August 31, 1995 subject to the limitation that the total outstanding balance owing at any one time shall not exceed the Credit Limit as provided in the Home Equity Loan Agreement. The Home Equity Loan Agreement evidences a "revolving credit" as defined under Illinois Law. The lien of this Mortgage secures payment of any existing indebtedness and any future advances made pursuant to the Home Equity Loan Agreement to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time that this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. The total amount of the indebtedness secured by this Mortgage shall not exceed **125.00 %** of the Credit Line Limitation. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Home Equity Loan Agreement amount shown above. The unpaid balance of the Home Equity Loan Agreement may at certain times be lower than the amount shown or zero. A zero balance does not terminate the Borrower's line of credit or this Mortgage, and therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Home Equity Loan Agreement, 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 covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK**

County, State of Illinois:

95602881

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ALL THAT CERTAIN REAL PROPERTY AS MORE PARTICULARLY DESCRIBED  
ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 1302 SHIRE CIRCLE

INVERNESS

(Illinois)

60067

(Illinois)

(herein "Property Address");

(Illinois)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Home Equity Loan Agreement and late charges as provided in the Home Equity Loan Agreement.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Home Equity Loan Agreement shall be applied by Lender first to payment of amounts to interest payable on the Home Equity Loan Agreement, and then to other charges and collection costs before being applied to the Borrower's unpaid principal balance under the Home Equity Loan Agreement.

3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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, including floods or flooding, for which Lender requires insurance, and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require.

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. If Borrower fails to maintain coverage described above, Lender may, at its option, obtain coverage to protect Lender's rights in the property. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender 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.

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 by-laws and regulations of the condominium or planned unit development, and constituent documents.

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6. **Protection of Lender's Security.** If Borrower fails 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Home Equity Loan Agreement rate, 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. 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 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 thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by 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 successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of any such right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Home Equity Loan Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Home Equity Loan Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Home Equity Loan Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. **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 delivering it or by mailing such notice by certified 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 to Lender's address stated herein or to such other address 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 herein.

12. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Home Equity Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Home Equity Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Home Equity Loan Agreement are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Home Equity Loan Agreement and of this Mortgage at the time of execution or after recordation hereof.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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15. **Transfer of the Property or a Beneficial Interest in Borrower.** 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

16. **Acceleration Remedies.** Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

17. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Home Equity Loan Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 Mortgage. The receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon termination of the credit line under the Home Equity Loan Agreement and payment of all sums secured by this Mortgage, Lender shall release this Mortgage and shall produce all duly cancelled notes and other instruments evidencing indebtedness secured by this Mortgage. To the extent permitted by applicable law, Borrower shall pay all costs of recordation and Lender's fees, if any.

20. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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21. Riders to this Security Agreement. If one or more riders are executed by Borrower and recorded together with this Security Agreement, 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

(Check applicable box(es))

- Condominium Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- Homestead Rider
- Other(s)  
EXHIBIT "A"

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over the Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 5 of this Mortgage.

\_\_\_\_\_  
JAMES J. MCMAHON - Borrower

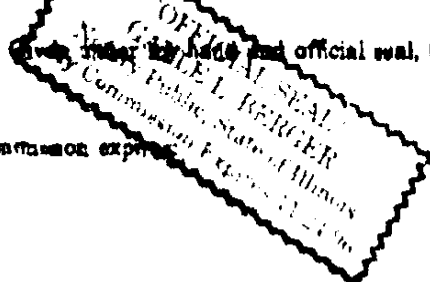
\_\_\_\_\_  
JEAN M. MCMAHON - Borrower

\*\*\*JEAN M. MCMAHON IS EXECUTING THIS DOCUMENT STRICTLY FOR PURPOSES OF WAIVING HOMESTEAD RIGHTS

\_\_\_\_\_  
- Borrower

STATE OF ILLINOIS *COOK* County of: \_\_\_\_\_  
*the undersigned* a Notary Public in and for said county and state, hereby certify that  
JAMES J. MCMAHON and JEAN M. MCMAHON  
*married to*

personally known to me to be the same person(s) whose *name(s)* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they* signed and delivered the said instrument as *their* free voluntary act, for the uses and purposes therein set forth.



My Commission expires \_\_\_\_\_ this *31<sup>st</sup>* day of *August*, 1995  
*Anne Berger*  
\_\_\_\_\_  
Notary Public

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## EXHIBIT "A"

### Parcel 1:

Unit Number 5 in The Shires of Inverness Townhome Condominium VI as delineated on a survey of the following described real estate:

Certain Lots in Shires of Inverness Unit 7 and Shires of Inverness Unit 6 Subdivision, being a part of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 42 North, Range 10, East of the Third Principal Meridian, which survey is attached as Exhibit "C" to the Declaration of Condominium recorded as Document Number 85312335 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

### Parcel 2:

Easement for ingress and egress for the benefit of Parcel 1 as set forth in Declaration of Easements recorded as Document Number 24537555 and as created by Deed from LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated June 28, 1977 and known as Trust Number 52724 to R. George Beatty and Mary M. Beatty, his wife dated November 17, 1986 and recorded December 17, 1986 as Document 86605118, in Cook County, Illinois.

PIN 02-28-300-059-1005

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Loan Number : 95-13251

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 31st day of August 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to IRWIN UNION BANK AND TRUST COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1302 SHIPS CIRCLE, INVERNESS, IL 60067

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

VILLAGE OF INVERNESS

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to the property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to the common elements, any proceeds payable to Borrower are hereby assigned, and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

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**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

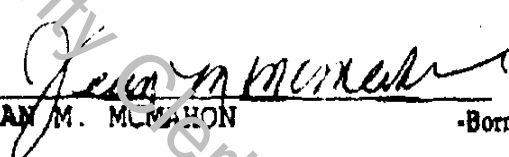
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

  
\_\_\_\_\_  
JAMES J. MCMAHON (Seal)  
-Borrower

  
\_\_\_\_\_  
JEAN M. MCMAHON (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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