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Cook County Recorder

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REI TITLE SERVICES #

HOME EQUITY LINE MORTGAGE

GRANTOR BORROWER

LANCTIM L/LYGDIM WILLIAM VIRGINIA

LANGTIM LANGTIM WILLIAM VIRGINIA

ADDRESS

5904 PRAIRIE LANZ PALATINE, IL 600 TELEPHONE NO. 847-397-2556

IDENTIFICATION NO.

5904 PRAIRIE LANE PALATINE, IL 60067 TELEPHONE NO.

IDENTIFICATION NO.

847-397-2556 330-60-1101

ADDRESS

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fateres; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; casements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing tir per and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations at d covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory actes and other agreements:

330-60-1101

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGRELHENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$50,000.00	07/10/9	07/10/03	0	478424301
			4px		

- b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;
- c) applicable law
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purposes.
- 4. FUTURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ 50,000.00

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S. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by the perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including the land to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus

REPRESENTATIONS. WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference;
(b) Publish Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged,

or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Plazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friether or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or materials or wastes to that statute or any other similar statute rule regulation or ordinance now or hereafter in effect: replacements to any statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Cleantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these authors do not and the land conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or

other agreement which are be binding on Grantor at any time;

(d) No action or proceeding 0 or shall be pending or threatened which might materially affect the Property; and

(c) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other arrespent which might materially affect the Property (including, but not limited to, those governing Hazardous hasterials) or Lender's rights or interest in the Property pursuant to this Mortgage.

7. TRANSPERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any cross without the prior written approval of I cover of all or any part of the real property described in Schedule A, or any stress therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the prominently note or other agreement or by this Mortgage. sony note or other agreement or by this Mortgage, inless otherwise prohibited by federal law.

and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

- 3. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other appearant ('Agreement') pertaining to the Property. In addition, Graptor without Lender's prior written consent, shall not:

 (a) estlect any monies payable under any Agreement more than one reconth in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If agreement, furnior shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.
- 14. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lander any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether a not a default exists under this Mortgage. Grantor shall diligently collect the Indebt due is owing to Grantor from these third parties until the giving of such notification. In the average the line of such notification. here this parties until the giving of such notification. In the event that Grantor possesses of correspondence of any notification or other remittances with respect to the Indebtedness following the giving of swo notification or if the notification or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or notification proceeds, Grantor shall hold such instruments and other remittances in trust for Lender court from its other ptoperty, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), exchange or release any obligor or collateral upon, or otherwise settle any of the indeltedutes whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting
- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, about not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 12 LOSS OF DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Leader the docresse in the fair market value of the affected Property.

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21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

(a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition; (b) fails to meet the repayment terms of the Obligations; or

- (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transfering title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the taking of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or confiscation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

(a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements

(a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
(b) to declare the Obligations immediately due and payable in full;
(c) to collect the obstanding Obligations with or without resorting to judicial process;
(d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonable convenient to Grantor and Lender;
(e) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's ortion, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver;
(f) to employ a managing agent of the Property and let the same, in the name of Lender or in the name of Mortgagor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses or account of the Obligations;
(g) to foreelose this Mortgage;

(g) to foreclose this Mortgage;
(h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
(i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised onether, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might out erwise be required.

23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party is provided by law.

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby wan es all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

- 25. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 26. SATISFACTION. Upon the payment and performance in full of the Obligations Lender shall execute those documents that may be required to release this Mortgage of record and shall be reconsible to pay any costs of recordation of such release.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the execut permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These cams shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining

Obligations in whatever order Lender chooses.

- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

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- damage caused by fire, colling their, floot (it applie by) the other assenty. Grantor may obtain insurance on the insurance companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the canadical in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or require the insurance proceeds to the repair of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or faiter providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the said nocited hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole amount applies against the Obligations shall be applied in the inverse order of the due dates thereof. In any event
- 14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use to discontinued or al an ioned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- is. LENDER'S RIGHT TO COMMENCE On DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph or any paragraph in its own name.
- Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written actice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, incurred in counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in counsel to the Alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.
- the required of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the entracted annual insurance premium, takes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the even of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the requests. Grantor shall note the existence of Lender's interest in its books and records pertaining to the Property. Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding such thise, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement set-offs or counterclaims with respect to the Obligations; and (b) whether Grantor possesses any claims, defenses, counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely

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Page 3 of 8 W YL

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- 32. MODIFICATIONAND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
- 34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW, This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the perisdiction and venue of any court located in such state.
- 37. MISCELLANFOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waive, any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Granto and Lender pertaining to the terms and conditions of those documents.
 - 38. ADDITIONAL TERMS.

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integrated understanding between Gravito, and Lender pertaining	ng to the terms and conditions of those documents.
38. ADDITIONAL TERMS.	
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Grantor acknowledges that Grantor has read, understands, and	agrees to the term, and conditions of this Mortgage.
Dated: JULY 10, 1998	4
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GRANTOR: WILLIAM LANGTIM	GRANTOR: VIRGINIA LANGTIN
GRANTOR: WILLIAM LANGTIM TENANTS BY THE ENTIRETY	TENANTS BY THE ENTITY
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GRANTOR:	GRANTOR:
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COOKUINOISS.	County of
REDUCEA L. ARMYOUN notary	The foregoing instrument was acknowledged before me
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Y VICALO	this by
merceally known to me to be the same persun	Marie Company of the
subscribed to the foregoing	45
Standard appeared before me this day in person and standards that he signed,	The state of the s
moted and delivered the said instrument as	on behalf of the
free and voluntary act, for the uses and purposes herein set	
	"OFFICIAL SEAL"
Given under my hand and official scal, thisday	REBECCON under Resident and official scal, thisday
A A A	othly Public, State of Illinois Commission Expires 04/30/02 \$
CHARCEL A. WHOWN	Commission Expires 04/30/02 S Notary Public
COMMISSION STATE OF	. Commission expires:
SCHED	ULEA
	RAIRIE LANE NE, IL 60067
	NE, 12 0000.
Fermanent Index No.(s): 02-28-401-022	
The legal description of the Property is:	
LOT 18 IN BLOCK 2 IN HIGHLAND MEADOWS, PEIN SW 1/4 OF SECTION 27 & PARTS OF THE SE 1/4	OF SECTION 28 & PART OF LOT 1 IN
CINETAL & SUMDIVISION ALL IN TOWNSHIP 42 PO	E)REOF RECORDED OF SAID HIGHLAND
MENDOWS ON 11/21/78 AS DOCUMENT 24731265, 5	N COOK COUNTY, ILLINOIS.
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This instrument was prepared by: American Chartered Bank

After recording return to Lender.

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