

**The First National Bank  
Of Chicago**

**Mortgage - Installment Loan or  
Line of Credit  
(Illinois Only)**

H98038628

This Mortgage is made on September 15, 1998, between the Mortgagor(s)  
LINDA L MORRIS N/K/A LINDA L LEWIS, MARRIED TO DARMON LEWIS AND PHYLLIS D DAVIS, AS JOINT  
TENANTS

whose address is 8240 S INGLESIDE AVE CHICAGO, IL 606195402 and the Mortgagee  
The First National Bank Of Chicago whose address is  
One First National Plaza  
Chicago, I. 60670

**(A) Definitions.**

- (1) The words "borrower," "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we," "us," "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

**(B) Amount Owed, Maturity, Security**

If you signed the agreement described in this paragraph, you owe the Bank the maximum principal sum of \$40,000.00 plus interest thereon, and any disbursements made to you or on your behalf by the Bank for the payment of taxes, special assessments or insurance on the real property described below with interest on such disbursements, pursuant to a Home Equity Loan Agreement or Mini Equity Loan Agreement ("Agreement") dated September 15, 1998, which is incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, if not sooner due pursuant to the Agreement, no later than September 20, 2005.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, and all extensions, amendments, renewals or modifications of your Agreement (all of the foregoing not to exceed twice the maximum principal sum stated above), you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the \_\_\_\_\_ of Chicago, Cook, County, Illinois as described below:

**BOX 333-CT1**

LOT 219 AND THE SOUTH 1 FOOT OF LOT 220 IN E B SHOGREN AND COMPANY'S AVALON HIGHLANDS SUBDIVISION, BEING A SUBDIVISION OF CERTAIN LOTS IN CERTAIN BLOCKS IN CORNELL, IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20 35 122 041

Property Address: 240 S INGLESIDE AVE CHICAGO, IL 606195402

**(C) Borrower's Promises.** You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured with an insurance carrier acceptable to us against loss or damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially designated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

- (D) **Hazardous Substances.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) **Default.** If you do not keep the promises you made in this Mortgage or in any prior existing mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies on default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property (or if Mortgagor is a land trust, you accept any assignment of the beneficial interest) without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead.** You waive all right of homestead exemption in the Property.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.

**By Signing Below, You Agree to All the Terms of This Mortgage.**

Witnesses:

X \_\_\_\_\_

Print Name: \_\_\_\_\_

X \_\_\_\_\_

Print Name: \_\_\_\_\_

X Linda L Lewis  
 Borrower: LINDA L LEWIS  
Phyllis D Davis  
 PHYLLIS D DAVIS

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
 COUNTY OF Cook

I, Coreen L. Jackura, a notary public in and for the above county and state, certify that  
LINDA L MORRIS N/K/A LINDA L LEWIS, MARRIED TO DARMON LEWIS AND PHYLLIS D DAVIS,  
AS JOINT TENANTS

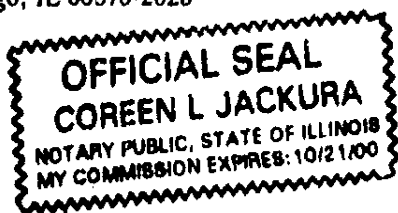
personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 15<sup>th</sup> day of Sept 1998

X Coreen L. Jackura  
 Notary Public, Cook County, Illinois

Drafted by:  
 JIM FONTANA  
 Mail Suite 2028  
 Chicago, IL 60670-2028

My Commission Expires: 10-21-00



When recorded, return to:  
 Retail Loan Operations  
 1 North Dearborn-17th Floor  
 Mail Suite 0203  
 Chicago, IL 60670-0203

UNOFFICIAL COPY

98885803

## Waiver of Homestead

Customer Name(s) DARMON LEWISAddress of Property 8240 S INGLESIDE AVE CHICAGO, IL 606195402

## Waiver of Homestead

The undersigned waive(s) all right of homestead exemption in the property as defined in the Mortgage dated 09/15/1998 and executed by LINDA L MORRIS N/K/A LINDA L LEWIS, MARRIED TO DARMON LEWIS AND PHYLLIS D DAVIS, AS JOINT TENANTS

(as Trustee u/t/a Number \_\_\_\_\_ dated \_\_\_\_\_) in favor of The First National Bank Of Chicago. This waiver only applies to the debts and obligations secured by such Mortgage.

Damon Lewis  
Customer Signature

September 15, 1998

Date

Customer Signature

Date

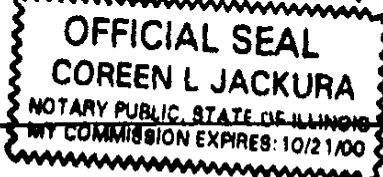
STATE OF Illinois Cook County ss:

I, Coreen L Jackura, a Notary Public in and for said county and state, do hereby certify that Damon Lewis

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

Given under my hand and official seal, this 15th day of September 98.

My Commission expires:



Coreen L Jackura  
Notary Public