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LOAN NUMBER: 0

LASALLE BARKS

EQUITY LINE OF CREDIT MORTGAGI

This Equity Line of Creca Montgage is made this Tenth between the Mortgagor i orraine Harvey

October

and . 1997

(herein "Borrower"), and the Mortgagee. LaSalle Bank, FSB, (herein 'Lender'). Whereas Borrower and Lender have entered into an Equity Line of Credit Agreement (the 'Agreement'), dated October 10, 1997, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 67,500.00 , plus interest Borrowings under the Agreement will take the form of revolving credit toans as described in paragraph 16 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the time provided for in the Agreement. Unless other ise ugreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after October 10 1997 together with interest their may be declared due and payable on demand. In any ovent, all Loans borrowed under the Agreement plus interest , together with interest thereon. thereon must be repaid by October 10 7. Q4 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pulsualit to the Agreement all extensions, renewals and refinancings thereof, with interest thereon, the payment of au o'ner 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 contained herein and in the Agreement, Borrower does hereby mo. gaine, grant and convey to Lender the following described property located in the County of Cook Sete of Illinois: LOT 34 IN BLOCK 6 IN CHATHAM FIELDS, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

Volume 268

20 - 34 - 202 - 022 - 0000 which has an address of: 7926 S. Rhodes, Chicago, IL 60619 (herein "Property Address").

RETTILE SERVICES & 562711 Together with all the improvements now or hereafter erected on the property, and all easements, ringles appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions the con, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, togetiver with said

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 Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

property (or leasehold estate if this Mortage is on a leasehold) are herein referred to as the "Property."

Covenants. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal or, interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof made 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 pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

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vins to vinegory entities of infinite or formation of the Property of State of Inferior of Inferior of the Property or any secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement lists earned tish. Debivorg, ynaper and of except a free serious properties of the constraint of the c payments. Borrower shall promptly discharge any lien which tast priority over this Mongage, except for the flen of any mineral in the Property. Borrower shall, upon request of Lender, promptly furthish to Lender receipts evidencing such ethers it any including sommon and including the constant of the property of t brucoug to athemysig bionesset buts, epsystyck airth revo yfroing a nistis ysor chindy ynegory arth of eldstudritts aroitizognin 3. Changes, Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and

viragos on the Property of such coverage exceed that amount of coverage required to pay the sums secured by this montgage and any offer through early listly enityen for fish's reduced fish's beliving; enityen yearn returns done about the sanders and the sanders and the sanders are sand equiper years described and included within the term "extended coverage," and such office hazards de Lender may require beruzali sylvagorif enti no betsere refiterent to gnitzixe won atnemescorquii enti queal lisata rescond ... sametuant brasset. A

remissin yiemid and bisq ad lish's seicifoq somswant no amuinang lift. Ibfarthiw yidsnozsamu ac ion lish's tavorqqa rouz first insurance carrier providing the insurance shall be chosen by Bortower subject to approval by Lender, provided the

insurance carrier and Lender (2011) in may make proof of loss in not made promptly by By Grower. entransa motions and all recolds of paid premiums. In the event of lass, Borrower shall give prompt notice to the clause in favor of and in a formation to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender epopularn brokrists is ebutori flistic lans repred of eldisigeous mitot is nited filiariz foerent elisvener this selviting constructifia

contrained, the insurance proceeds shall be apply to the surans secured by this Mongage, with the excess, thank, paid to Borrower. If the Property is abandroned by Borrower, it the Borrower is all secure to be subject to Borrower that the insurance carrier offers to sellies by Lender to Borrower that the insurance carrier offers to sellies a dain for insurance beneath a lender to collect and expert of the frequency at Lender to option either to restoration or repair of the Property is authorized to collect and expert of the process at Lender's option either to restoration or repair of the Property. ed bitrow eggspholy sirit to virtuses ent in to eldissel yllssimonose fon at lege i to noitstotsen date in benisqui yderent Property damaged, provided such restoration or repair is economically leasible and the security of this Mongage is not In less Lender and Sorrower officer in writing, insurance proceeds shall be applied to restoration or repair of

recitizations to size that some secured by this Moritage immediately things to such aside or acquisition. lish's mbilizityos to elisa entror toing yhisqurff en l'or egismish mort gnifilizen toerant abescorg entror bins ni bins asicifog constraint (rits of bins in rewords to resistant but, etc.). In the first of the contract of t postpone the date of any payments due under the Agreement or change the amount of such payment. If under To brights from lists is given otherwise agree in writing, any subliggs do not be proceeds to principal stail not endered or .egspholf zirit yd benuses amuz enti ot to

condominium or planned unit development, and constituents documents. It a condominite is planned unit development ent to artoidadest bits aways and antimotofevel thru bannish to multimothrop entigrimisyop to gritisary amenavoo to condominitation as planned unit development. Brancover shall perform all of Borirows is obligations under the decision is ni tintu e no si egaptiolili sim il bioriesast s no ai egaptiolili sinti îi easal yns to anoiaivong enti niivo ylopnoo liisne tans Vinsquit ails to notissuitated to main. (sign) limited to sizew limitod for lists bas risger boop of viragort and qeen flists 5. Preservation and Maintenance of Property, Leaseholds; Condominiums: Planned Unit Developments. 19WOTIDS

rabit eff) if as apportoit and to amemostop bus anshero eff instratique bus broms lists bus onti bassrogroani ed lists retain is executed by Borrower and recorded together with this Mortgage, the coverants and exemplits of such titles

including, but not limited to, disbursament of reasonable attorney's fees and entry upon the Property to make repairs. Borrower, may make such appearances, disburse such sums and take action as is mecessary to protect Lender's interest, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon redice to limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, any action or proceeding is commenced which materially alleas Lender's interest in the Property, Including, but not 6. Protection of Lender's Security. If Borrower fails to perform the coverants and egreements in this Mortgage, or if

contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder. grinically affrequent at the rate payable from time to distributing principal under the Agreement. Rothing mortizerabilities of listiz bins locient trientysing gritzeupen reworroß of rebinal mortisation nocus elistis an listiz annorms indebiedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional

behivoing, where may make or cause to be made reasonable entries upon and inspections of the Property, provided

of baisley rollings Borrower notion from to any such inspection specifying reasonable cause therefor related to

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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 hereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial taking of the Property, or part hereof, or for conveyancy in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower.

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails 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 Mortgage.

Unless Lender 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 Porrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against auch 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 Lender (10) a Waiver. 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 remedy. The procure nont of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to acceptable 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 Save rel Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall invite to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrowers shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and tre 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 Mortgage shall be given by mailing such ratice 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, return receipt requested 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 therein.
- 14. Governing Law; Severability. 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 conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure hot only presently existing indebtedness under the Agreement but also buture 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 extent as if 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 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 shall be valid as to all indebtedness secured hereby. (including future advances.) from the time of its filing 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 or decrease from time to time, but the total unpaid 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 \$ 6 7 . 5 0 0 . 0 0 ..., plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

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corraine Harvey

In Witness Whereol, Borrower has executed this Mortgage.

20. Waiver of Homestead. Borrower hereby that he highly of homestead exemption in the Property.

baviaces yllkulbs ames eanly tot ying muccos of elithis and then the same secured by this leading and the terestration of the secure and the terestration of the same secure and the secur position of redemption followin a judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be enter upon. Lake pusses, so of and manage the Property and to collect the Property, including this pass bast due. All rems collected or the receiver shall be applied first to payment of the costs of rems collected or the receiver shall be applied first to payment of the costs of rems collected or the first point of the Property and collection of rems. And the first point is fees, premiums on receiver's bonds and of the Property and collection of rems. And the first point is the costs of rems that the property are collection of rems. And the first point is the costs of remaining that the property are collections of rems. And the first payment of the property are collections of rems. And the first payment of the first to notistique entroi roing emit vins la bris, vinegor entro mennicobrisda no foerent 7 f riga instrucción recoloristica expris con la constitución de la constitución

sub simposed yards as almos riches and repend, the fight of the high sould relate a they become due 99. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower thereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under

However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 18. Transler of Ownership. If all or any part of the Property or any interest in it is sold or transferred (or if the tille to transferred) without Lender's prior property is held by an Ullinois Land frust, and a beneficial interest therein is sold or transferred) without Lender's this fill of all sums secured by this Mortgage.

and costs of documentary evidence, abstracts and title reports. or encumbrance subordinate to this Mortgage. (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to forclose this Mortgage by judicial proceeding, Lender strail be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a flen by this Mortgage, or any application or statement furnished by Borrower to the Lender is found to be materially take. The Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially take. The Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially take. 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. Termination and Acceleration. Leader at its option may terminate the discussions and Accelerations. Its series at the discussions of the first series and entire the discussions of the first series and entire the first series and entire the first series are the first series and entire the first series are the first series and the first series are the first series a