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EQUITY LINE OF CREDIT NO. 77-7000896-4

LaSalle Northwest National Bank

4006533

EQUITY LINE OF CREDIT MORTGAGE

This Equity Line of Credit Mortgage is made this 18th day of October, 19 91, between the Mortgagor, ROBERT M. NAVIGATO AND KATHLEEN M. NAVIGATO, HIS WIFE

[illegible] ("Borrower"), and the Mortgagee, LaSalle Northwest National Bank, a banking association whose address is 4747 [illegible] Park Road, Chicago, Illinois 60[illegible] (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated October 18th 19 91 pursuant to which Borrower may, from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed $ 6,500.00 [illegible] plus interest. Borrowings under the Agreement will take the form of revolving credit loans 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 times provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after October 18th 19 91 together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by November 10th 19 98 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the 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 contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

The North 33 1/3 feet of Lot 6 in Block 8, in Hazelwood and Wright's Subdivision of the South ½ of the North East ¼ of Section 36, Township 38 North, Range 13, East of the Third Principal Meridian, except Railroad Lands, in Cook County, Illinois.

Permanent Tax Number: 19-36-218-022

NOTE IDENTIFIED

4006533

which has the address of 8126 S. TALMAN, CHICAGO, ILLINOIS 60652 (herein "Property Address").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, 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 thereto, 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 seised 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.

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and 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 shall be applied by Lender first in payment of [illegible] to Lender [illegible] this Mortgage, then to [illegible] pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

3. Charges; Liens. [illegible] may attain a priority over this Mortgage [illegible] insurance policy insuring Lender's interest in the Property. Borrower shall [illegible] Borrower shall promptly discharge any lien which has priority over this Mortgage [illegible] insuring Lender's interest in the Property; provided, that Borrower 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 lien 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 prevent 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 [illegible] provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums 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 unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property 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 economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to 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.

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 18 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 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. 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.

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, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent 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 such 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 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, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

Property of Cook County Clerk's Office

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7. Inspection.

8. Condemnation.

Submitted by
Address
Promised
Deliver Lenin to
Address
Deliver duplicate Trust
Doc to 4006593
Address
Notifier

E.T.C.
Box # 397

REPUBLIC/DATE/NO 2

1991 OCT 29 PM 2 28
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

4006593

IN DUPLICATE

1.4113521

9. Borrower Not Released.

10. Forbearance by Lender Not a Waiver.

11. Remedies Cumulative.

12. Successors and Assigns Bound; Joint and Several Liability; Captions.

13. Notice.

14. Governing Law; Severability.

15. Borrower's Copy.

16. Revolving Credit Loan.

6,500.00

17. Termination and Acceleration.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession.

19. Release.

20. Waiver of Homestead.

In Witness Whereof,

Robert M. Navigato
ROBERT M. NAVIGATO

Kathleen M. Navigato
KATHLEEN M. NAVIGATO

State of Illinois
County of COOK } ss

TINA M. SALADINO

ROBERT M. NAVIGATO AND KATHLEEN M. NAVIGATO

are

t y their

18th October 91

Tina M Saladino

HELMUT GOTTFERT

LaSalle Northwest National Bank

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