## UNDER FACILAL FROM Y

(PLEASE PRINT OR TYPE)

State	of	11	linois	)	
State Count	y a	ſ	Cook	-{	•

<u></u>	John J. Riley		being duly sworn, upon cai	h states that
34	yean of age and		has never been married	
		2. 🗆	the widow(er) of	······································
		a. (3)	married to Peggy	L. Riley
		•	sald marriage having taken	place en
	6	4. 🗆	divorced from	
	Op.	5	date of decree	
	y		CA14	
		U/s	pounty & state	<del></del>
liant further state	es thathis	social security number	323-40-9080	and that the
Mant further state	e that during the la	ur 10 years, affant has re-	ided at the following address	u and none other:
PROM (DATE)	TO (DATE)	STREET NO.	GITY	87476
PROM (BATE)	TO (DATE)  DRESENT	C	CITY (It ) THE WOOD	87476
PROM (DATE) 8-88 782	PRESENT AUG. 1988	87885 HO. 18531 CENTE	CITY  1+5mewod)  40memod	STATE (
PROM (DATE) 8-88 782	PRESENT AUG. 1988	18531 CENTER 18715 ROMAL	CITY  1+5mewod)  40memod	STATE (
PROM (DATE)  8-88  782  Mans Surther state ine other:	PRESENT AUG. 1988 se that during the la	18531 CENTER 18715 ROMAL D	CITY  1/57MEWOD  1/67MEWOD  1/67M	and business addresses
PROM (DATE)  8-88  982  Mans Jurther state one other:  PROM (DATE)  980	PRESENT AUG. 1988  that during the la PRESENT PRESENT	18531 CENTER 18715 ROMAL R	TOREL FOREMA	arare  (L.  and business addresses  common samely months  (L.  A.  C. L.  C.  C. L.  C. L.  C. L.  C.  C. L.  C.  C.  C.  C.  C.  C.  C.  C.  C.
PROM (DATE)  8-88  982  Mont Surther state ine other:  PROM (DATE)  980	PRESENT AUG. 1988  that during the la PRESENT PRESENT	18531 CENTER 18715 ROMACE 18 715 ROMACE  18 10 years, affiant has he  adduration  CTA  this affidavit for the purpo	TOREL FOREMA	arare  (L.  and business addresses  common samely months  (L.  A.  C. L.  C.  C. L.  C. L.  C. L.  C.  C. L.  C.  C.  C.  C.  C.  C.  C.  C.  C.
PROM (DATE)  8-88  982  Mont further state the others  PROM (DATE)  980  Mant further state tissue his Torrens	PRESENT AUG. 1988  TO IDAYEI  PRESENT PRESENT  To IDAYEI  Cortificate of Ilife free	attractive No.  18531 CENTER  18715 ROMACE  18 10 years, affant has he  adduration  CTA  this affidavit for the purpose and clear of possible Unit	EMPLAYER TOREL FOREMA	and business addresses  and business addresses  angle savnesy man  and the EA  CHICA  of Thiles, Cook Caunty, title
PROM (DATE)  8-88  782  Mans further state show chars  FROM (DATE)  780  Flant further state issue his Torrens	PRESENT AUG. 1988  TO IDAYEI  PRESENT PRESENT  To IDAYEI  Cortificate of Ilife free	STREET NO.  18531 CENTED  18715 ROWAL I  18 10 years, affant has he  adduption  CTA  This affidavit for the purpo  se and clear of possible Unit	EMPLOYER TOPEL FOREMA  TOPEL FOREMA  TO PEL FOREMA	and business addresses  and business addresses  angle savnesy man  and the EA  CHICA  of Thiles, Cook Caunty, title
PROM (DATE)  8-88  782  Mans further state show chars  FROM (DATE)  780  Flant further state issue his Torrens	PRESENT AUG. 1988  TO IDAYEI  PRESENT PRESENT  To IDAYEI  Cortificate of Ilife free	attractive No.  18531 CENTER  18715 ROMACE  18 10 years, affant has he  adduration  CTA  this affidavit for the purpose and clear of possible Unit	EMPLOYER TOPEL FOREMA  TOPEL FOREMA  TOPEL FOREMA  TO PEL FOREMA	and business addresses  and business addresses  angle savnesy man  and the EA  CHICA  of Thiles, Cook Caunty, title
PROM (DATE)  8-88  782  Mans Surther state the ether:  PROM (DATE)  780  Tignt Surther state	PRESENT AUG. 1988  TO IDAYEI  PRESENT PRESENT  To IDAYEI  Cortificate of Ilife free	attractive No.  18531 CENTER  18715 ROMACE  18 10 years, affant has he  adduration  CTA  this affidavit for the purpose and clear of possible Unit	EMPLOYER TOPEL FOREMA  TOPEL FOREMA  TO PEL FOREMA	and business addresses  and business addresses  angle savnesy man  and the EA  CHICA  of Thiles, Cook Caunty, title

## OFFICIAL CONTROL OF CREDIT

	Account No		Merry Fergandez This instrument was prepared by: Heritage Glenwood Bank
	Mortgagor	John J. Riley	18301 S. Halated Street
r	Address	18531 Center	
	1	Homewood, II. 60430	
	Mortgagor	Peggy L. Riley, His Wife	<b>4</b> /
*gorwi	Address	18531 Center	
		Homewood, Il. 60430	
ing the part	herein "Borrowe" Lender").  WITNESSETH:	Sorrange and Legiler have entered into a Glenway!	banking corporation whose address is 18301 S. Halsted Street, Glenwood, Illinois 60425 (herein lank Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated
4	Lender sums who the sums borrowe (i) all sums outsto date, together with Dec.	ich shin por in the aggregate outstanding principal of pursuant to the Agreement is payable at the rate anding und t the Agreement may be declared due to the interest thire, may be due and payable on did 14.2001 the "Pina! Maturity Date").	forrower may from time to time until <u>Dec. 14, 2001</u> , borrow from selance exceed \$ 12,500,00, the ("Maximum Credit") plus interest. Interest on d at the times provided for in the Agreement. After <u>Dec. 14, 2001</u> , and payable or (iii all sums nutstanding under the Agreement and all sums harrowed after such emand. All amounts borrowed under the Agreement plus interest thereon must be repaid by
CHED	thereon, advanced	d in accordance helew in to protect the security of th	d pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest is Morigage, and the performance of the covenants and agreements of Borrower contained herein property to Lender the following described property located in the County of
OF NO U.S. TAX LIEN ATTACHED	HERET IN FL % OF PRINC DIVIS	TOFORE VACATED LOTS. BLOCKS, LOSSMOOR HEIGHTS, J. ( MC CA SECTION 5, TOWNSHIP 25 NORTH CIPAL MERIDIAN, ACCORDING 10 SION REGISTERED IN THE (FFICE	VISION, BEING A RESUBDIVISION OF CERTAIN ALLEYS, STREETS AND POATIONS THEREOF ARTNEY'S SUBDIVISION IN THE NORTHEAST I, RANGE 14, EAST OF THE THIRD PLAT OF SAID TOWN AND COUNTRY SUB- OF THE REGISTRAR OF TITLES OF COOK 74 AS DOCUMENT NUMBER 27 76 509.
OF NO U	Donnungat The N	umber: 32 05 212 031	94
<b>₩</b>	which has the add	tress of: 18531 Center Hom	ewood, '1)inois 60430
AFFID	TOGETHER wrights and profits, thereto, shall be dif this Mortgage is	idress");  with all the improvements now or hereafter erected a water, water rights, and water stock, and all fixture teemed to be and remain a part of the property covers on a leasehold) are herein referred to as the "Pro	on the property, a of e', casements, rights, appurtenances, rents, royalties, mineral, oil and gas s now or hereafter. (a) and to the property, all of which, including replacements and additions red by this Mortgage; and all of the foregoing, together with said property, for leasehold estate perty."
	will warrant and d	ants that Borrower is lawfully seised of the estate he defend generally the title to the Property against all eptions to coverage in any title insurance policy insu-	reby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower claims and demands, subject of any mortgages, declarations, easements or restrictions listed in using Lender's interest in one Property.
	Borrower and L 1. Payme Agreement, togeth	ender ecvenant and agree as follows: nt of Principal and Interest, Borrower shall principal and charges as provided in the Aj	omptly pay when due the principal of ar 3 interest on the indebtedness incurred pursuant to the present.
	be applied by Lend then to the princip	der first in payment of any advance made by Lender policy amounts outstanding under the Agreement.	s otherwise, all payments received by Lender under the Agreement and paragraph! hereof shall sursuant to this Morigage, then to interest, ice's an charges payable pursuant to the Agreemment,
. !	3. Charge may attain a priority policy insuring Le shall promptly disc interest in the Prop	es; Lietts. Borrower shall pay or cause to be paid a ty over this Morgage, and leasehold payments or gre inder's interest in the Property. Borrower shall, upo charge any lien which has priority over this Morga jerry; provided, that Borrower shall not be required to	taxes, assessments and other charges, fines an impositions attributable to the Property which und rents, if any, including all payments due under all y nortgage disclosed by the title insurance in request of Lender, promptly furnish to Lender r cc pis evidencing such payments. Borrower be except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's discharge any such lien so long as Borrower shall agree in rithin to the payment of the obligation discharge any such lien so long as Borrower shall agree in rithin to the payment of the obligation

- ared by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against as by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender risy require; 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 Mort are and any other mortage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shell 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 be Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to 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 repair of 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 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

- 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 unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or convenants 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 convenants 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 or inis Morgage as if the ricer were a part nereor, 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 mortgage, 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, any proceeding into the lender at Lender's upon notice to Borrower, alterneys' 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 Morgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be a payable upon notice from Lender to Borrower requesting payment thereof, and shall been 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 bereunder.

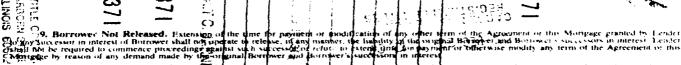
- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice of any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condetination. The priceds of any 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 condetination, 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 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 wrilling, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

0402037





10. For bearance by Lender Not a Philier. Are for bearance by Lender in execusing any rightfur remedy under the Agreement or hereunder or otherwise afforded by applicable law, shall not be a waiver of for prischade the execusive of any such leightfur remedy. The procurement of insurance or the payment of taxes of other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness 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 Several Liability; Captions. The covenants and agreements herein contained shall found shall found to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be foint and several. The captions and hoadings of the paragraphs of this Morrgage are for convenience only and are not to be used to interpret or define the powisions hereof.

23. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortpage shall be given by mailing such matter by certified mail, addressed to Borrower at the Property Address of at such other address as Borrower may designate by notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated bettern 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 bettern.

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 effect 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 esecution or after accordation bereef

16. Transfer of the Frenerty. All of the indebtedness owed pursuant to the Agreement shall be immediately due and parable, it all or any part of the Properts or an interest therein is sold, it and rised or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lieu or encounterance substitution to the Morpage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent of the upon the death of a joint tenant. Lender r sy, a Lender's option, declare all the sums secured by this Mortgage to be immediately due and passible

47. Revolving Credit Loar. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, (the acceptance as a such advances are obligatory or to be made at the option of the Leider, or otherwise, as are made within ten (th) years from the date hereoff, to the same extent as a such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the nine of execution of this Mortgage, and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The firm of this Mortgage shall be valid as to all indebtedness a ceured hereby, including future advances, from the turne of its filting for record in the recorder's or registral softice of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to ture, but the total unonly deletioness seems are therefore, the extent of the outstanding shall not exceed one by "edd fifty per cent of the Maximum Credit, plus interest thereon and any disbutsements made for payment of axes, special assessments or insurance on the Property and interest on such disbutsements (all such indebtedness senions) or insurance on the Property and interest on such disbutsements (all such indebtedness being hereinafter referred to as the "maximum remains secured hereby"). This Mortgage shall be valid and here in any one all coloring many expensions in connection with the Mortgage of the Agreement, if Battower.

18. Acceleration: Remedies. If Borrower engage in Find on material misrepresentation in connection with the Mortgage or the Agreement, if B triower fails to mee the repayment terms of the Mortgage or the Agreement, does not pay when due any sums secured by this Mortgage, or if Borrower's action or maction edversely affects the Property, or Lender's rights in the Property, in Lender's rights in the Property, the Lender's rights in the Property, in Lender's rights in the Property, and Lender's option may declare all of the same secured by this Mortgage in secundarity due and payable without further demand, and/or may terminate the analability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding Lender shall be entitled to collect in such proceeding all expents of foreclosure, including, but not finited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

19. Assignment of Rents; Appointment of Receiver; Lover in Possession. As additional security becaused, Borrower hereby assigns to Lander the rents of the Property, provided that Borrower shall, prior to accelerate, and under paragraph 18 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 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale. Lender, in person, by age? 6, by judicially appointed receiver, shall be entitled 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 Lender of the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, in Juding, but not limited to receiver's fees, premiums on receiver's bonds and reasonable atterneys' lees, and then to the sums secured by this Mortgage. Lender and the power shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage and telmination of the Agreement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any:

21. Waiver of Homestead. Borrower hereby waives all right of homestead complion in the Property

IN WITNESS WHEREOF, Bornwer has executed this Mortgage

9	John J. Rilling
Type or Pent Name	John J(Riley ) Bornway
type or Frint State	1
	Lesan L Riley
	Peggy Wiley, His Hife Bornware
Type or Print Name	
STATE OF ILLINOIS (COUNTY OF L. COOK) SS.	
the undersigned John J. Riley & Peggy L. Riley, fluo	a Notary Public in and for said county and state, do hereby certify that the personally known to nic to be the same personist whose name(s)
subscribed to the foregoing instrument appeared before one this day in perso free and voluntary act, for the uses and purposes therein set forth	n and acknowledged thatt_le_y signed and delivered the said instrument as
OIVEN under my hand and netarual seal, this 14th day	of <u>Dec.</u> 19 <u>91</u>
	Kenny Sand
This Instrument Prepared By:	
Merry Fernandez Heritage Glenwood Bank	The state of the s
18301 S. Halsted Street	0000 B 1645 2 15 15 15
Glenwood, Illinois 60425	Office that we have the property of the proper