

6600 Progress Credit Union 46488028  
200 E. Randolph St  
Chicago, IL 60601

93017932

THIS IS A JUNIOR MORTGAGE  
PROGRESS CREDIT UNION  
200 East Randolph Drive, Chicago, Illinois 60601

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**HOME EQUITY LINE OF CREDIT MORTGAGE**  
Variable Rate - WSJ Prime

THIS MORTGAGE, dated March 8, 1993, is  
between Robert & Cynthia Devine AKA Robert M. Devine and Cynthia L. Devine,  
("Mortgagor") and PROGRESS CREDIT UNION, Chicago, Illinois  
("Mortgagee").

WITNESSETH:

Mortgagor has executed a Home Equity Line of Credit Note dated  
the same date as this Mortgage payable to the order of Mortgagee  
(the "Note"), in the maximum principal amount of  
Twenty Thousand ("the Line of Credit").  
Monthly payments of the accrued interest on the Note plus principal  
repayments of \$100.00 shall be due and payable beginning on  
April 8, 1993, and continuing on the same day of each  
month thereafter during the five-year "Draw Period" so long as  
there is an unpaid principal balance due under the Note. During  
the five-year "Repayment Period" immediately following the Draw  
Period, monthly payments in an amount sufficient to pay all  
interest due from time to time under the Note and to fully amortize  
the principal balance outstanding at the end of the Draw Period  
over the Repayment Period shall be due and payable beginning on  
April 8, 1998 and continuing on the same day of each month  
thereafter so long as there is an unpaid principal balance due  
under the Note. The entire unpaid balance of principal and  
interest shall be due and payable on April 7, 2003.  
Interest on the Note shall be calculated on the daily unpaid  
principal balance of the Note on a 365-day year basis at the per  
annum rate equal to one and one-half (1.5%) percent per annum in  
excess of the Reference Rate (as defined in the Note). In the  
event any required monthly payment is not received by the Mortgagee  
within 10 days from the date such payment is due, the Mortgagee may  
charge and collect a late charge of five (5%) percent of the  
minimum monthly payment. Mortgagor has the right to prepay all or  
any part of the aggregate unpaid principal balance of the Note at  
any time without penalty.

The Note evidences a "revolving credit" as defined in Illinois  
Revised Statutes Chapter 17, Paragraph 6405. The lien of this  
Mortgage secures payment of any existing indebtedness and future  
advances made pursuant to the Note, to the same extent as if such  
future advances were made on the date of the execution of this  
Mortgage, without regard to whether or not there is any advance  
made at the time this Mortgage is executed and without regard to

Chicago Title Insurance Company

2800  
CB

whether or not there is any indebtedness outstanding at the time any advance is made.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (as defined in the Note), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Lake, and State of Indiana legally described as follows:

Lot 77, Plum Creek Village 6th Add., Block 3, to the town of Schererville, as shown in plat book 62, page 26, in Lake County, Indiana.

**Document is**  
**NO OFFICIAL!**  
The above-described real estate is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interests in household goods are excluded from the security interest granted herein.

The Permanent Index Number of the Premises is 13-415-19.

The common address of the Premises is: 414 Whitewood Dr  
Schererville, IN 46375

Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default (as defined in the Note) shall occur or an event shall occur, which under the terms hereof shall give to

Mortgage the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage and any prior mortgages or trust deeds previously approved by Mortgagee in writing, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved by Mortgagee in writing; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full, under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and



shall be paid to Mortgagee; and such awards or any part thereof may be applied by mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. No insurance policy shall be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

7. Upon Default by Mortgagor hereunder or under the Note, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment.

All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the rate set forth in the Note; provided that the aggregate amount of the indebtedness secured hereby together with all such additional sums and advances shall not exceed five (5) times the maximum principal amount of the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagor.

8. If mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds. This Document is the property of the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premise. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagor to completely cure any Event of Default and to deliver to the Mortgagee written notice of the complete cure of the Event of Default within ten (10) days after the Mortgagee mails written notice to the Mortgagor that an Event of Default has occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Event of Default" as used in this paragraph means any one or more of the events, conditions or acts defined as an "Event of Default" in the Note, including but not limited to the failure of Mortgagee to pay the Note or Liabilities in accordance with their terms.

10. Any sale, lease, conveyance, mortgage or grant by the Mortgagor of any encumbrance of any kind shall be deemed an Event of Default if made without the prior written consent of the Credit Union.

11. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to

foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examination, title insurance policies, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

12. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

13. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as



a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any grantor of the Note in case of foreclosure sale and deficiency.

14. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

15. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

16. If the Mortgagor renders payment in full of all liabilities secured by this Mortgage, then Mortgagee agrees to release the lien of this Mortgage. Mortgagor shall pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

18. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid

under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions of the remaining provisions of this Mortgage.

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Mortgagor the day and year set forth above.

*[Signature]*  
*Cynthia L. DeWine*





STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

I, Dianne K. Larkin, a Notary Public  
in and for said county and state, hereby certify that  
Robert M. Devine, personally known to me to be the  
same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that he  
signed and delivered the said instrument as his free and voluntary  
act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 8th day of  
March, 1993.

Dianne K. Larkin  
Notary Public

My commission expires: 8/19/95

OFFICIAL SEAL  
DIANNE K LARKIN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP. 8/19/95

Document is  
NOT OFFICIAL  
This Document is the property of  
the Lake County Recorder!

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

I, Peter C. Bergan, a Notary Public  
in and for said county and state, hereby certify that  
Cynthia Devine, personally known to me to be the  
same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that she  
signed and delivered the said instrument as her free and voluntary  
act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 8th day of  
March, 1993.

Peter C. Bergan  
Notary Public

My commission expires: 2/25/97

OFFICIAL SEAL  
PETER C BERGAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. FEB. 25, 1997

Prepared by:

Benjamin D. Steiner  
Katz Randall & Weinberg  
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Suite 2300  
Chicago, Illinois 60601  
(312) 807-3800

Mail to:

Pete Bergan  
Progress Credit Union  
200 E. Randolph  
Chicago, Illinois 60601

**RIDER TO HOME EQUITY  
LINE OF CREDIT ACCOUNT MORTGAGE**

This Rider is attached to and made a part of the Home Equity Line of Credit Mortgage ("Mortgage") dated March 8, 1993, by and between Robert & Cynthia Devine ("Mortgagor") and PROGRESS CREDIT UNION, 200 East Randolph Drive, Chicago, Illinois 60601 ("Mortgagee").

WHEREAS, Mortgagor has previously granted to Calumet National Bank ("Prior Mortgagee") a Mortgage dated December 30, 1988 and recorded 1/10/89 as Document No. 017258 in the Office of the Recorder of Deeds of Lake County, Indiana ("Prior Mortgage") upon certain real property ("Property") in Lake County, Indiana, described as follows:

Lot 77, Plum Creek Village 6th Add., Block 3, to the town of Schererville, as shown in plat book 62, page 26, in Lake County, Indiana.

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Permanent Index Number: 13-415-19  
the Lake County Recorder!**

and commonly known as: 414 Whitewood Drive Schererville, IN 46375

WHEREAS, the Prior Mortgage was given to secure a promissory note ("Note") in the principal amount of One Hundred Thousand (\$ 100,000) Dollars plus interest and future advances as therein provided; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is Ninety-Six Thousand Five Hundred (\$ 96,500) Dollars; and

WHEREAS, the Note and right to make future advances thereon secured by the Prior Mortgage are solely owned and held by Prior Mortgagee and not as agent or trustee for any other person or corporation; and

WHEREAS, Progress Credit Union has agreed to extend to Mortgagor a Home Equity Line of Credit in the amount of Twenty Thousand (\$ 20,000) Dollars, upon the security of the mortgage against the property described above which is junior to the Prior Mortgage; and

WHEREAS, Mortgagor agrees that as a condition to the extension of the aforesaid Home Equity Line of Credit, Mortgagor shall not request nor obtain any future advances from the Prior Mortgagee pursuant to the Prior Mortgage.

NOW THEREFORE, in consideration of the Property and to induce Progress Credit Union to extend and make a Home Equity Line of

Credit available as aforesaid to Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged. Mortgagor hereby agrees as follows:

(a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or other extensions of credit or entering into any other loan agreements or executing any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be entitled to priority over the Mortgage.

(b) That Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.

(c) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and neuter and vice versa.

(d) This Rider shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

(e) This Rider shall be governed and construed by and in accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagee, which writing bears a date contemporaneous with or subsequent to this Rider and specifically states that it does so modify, amend, alter or rescind, in whole or in part, this Rider.

WITNESS the hand \_\_\_\_\_ and seal of Mortgagor the day and year set forth above.



*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Dianne K. Larkin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert M. Devine appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of March, 1993.

OFFICIAL SEAL  
DIANNE K LARKIN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXP: 8/19/95

Document is NOT OFFICIAL!

This document is the property of Notary Public the Lake County Recorder!

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

OFFICIAL SEAL  
PETER C BERGAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP: FEB. 25, 1997

I, Peter C. Bergan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Cynthia Devine appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of March, 1993.

Peter C. Bergan  
Notary Public