HOME EQUITY LINE OF CREDIT MORTGAGE

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Account No	eph E. O'Rourke		This instrumen	t was prepared by;	Riverda 13700 S. Indian Riverdale, Illino	а	
	22 W. 105th St.						11001
St.	John, IN 4637	3					Crow
Mortgagor Dia:	ne L. O'Rourke,	Husband an	d Wife				Crown Point, Indiana
Address 118	22 W. 105th St.						nt India
St.	John, IN 4637	'3					
This Home Equity Lir (herein "Borrower"), and "Lender").	ne of Credit Mortgage is made t d the Mortgagee, Riverdale Bank	his <u>14th</u> day of , an Illinois banking corp	April oration whose address	ss is 13700 S. Indiana	, 19 94 , 1 Avenuc, Riverdal	between the More, Illinois 60627	tgagor, (herein
WITNESSETH:					•		
WHEREAS, Borrowe April 14	r and Lender have entered into a	Riverdate Bank Home E	quity Line of Credit	Agreement and Discl	osure Statement (the "Agreement";) dated w from
Lender sums which shal the sums borrowed pursu (i) all sums outstanding	Il not in the aggregate outstanding that to the Agreement is payable a under the Agreement may be due and payable agreement that thereon, may be due and payable agreement that the payable are a payable and payable are a payable and payable are a payable a paya	g principal balance excee at the rate and at the times clared due and payable of	provided for in the arr (ii) all sums outsta	on the ("Mar Agreement, After Apading under the Agreement)	ximum Credit") p	olus interest. Inter	rest on
TO SECURE to Lend	for the repayment of the indebted ordance berewith to protect the s	ness incurred pursuant to	the Agreement, with	interest thereon, the	payment of all or agreements of Bo	rrower contained	nterest herein
*	florrower does hereby mortgage, State of Illinois	grant and convey to Len	der the following de	scribed property loca	ted in the County	of <u>Lake</u>	SI
	in Homestead Ac	eres 16th Ad	dition to	the Town	of St.z	ohn∑as	per
plat the of Corre	reof, recorded ction recorded f Lake County,	in Plat Boo in Plat boo	k 70 page	23 and am	ended g y e office	a cert: of the	ificat
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Permanent Tax Number

52-75-28

11822 W. 105th St. St. John, IN 46373

which has the address of: (the "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 leasehold estate if this Mortgage is on a leasehold) are herein 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.

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 indebtedness incurred 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 any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which against and other charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy 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 and in such amounts and for such periods as Lender may 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 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. give prompt notice to the insurance carrier and Lender.

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timess 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 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 or 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

insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to conect and apply the insurance proceeds to 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 convenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, 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, 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 attorneys' 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 6 shall require Lender to incur any expense or take any action hereunder.

- 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 prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 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 thereof, 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, 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, are responsible 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, within to restoration are repair of the Property or to the sums secured by this Mortgage.

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 payment due under the Agreement or change the amount of such payment.

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and a contraction all expenses of foreclosure, including, but not limited to, reasonable altorneys, fees, and costs of documentary 18. Acceleration; Remedies. If Borrower engages in fraud or material misrepresentation in connection with the Mortgage or the Agreement, if Borrower and the Agreement, does not pay when due any sums secured by this Mortgage, or the Agreement, does not pay when due any sums secured by this Mortgage, or the Atorigage or the Atorigage or the Atorigage or the Atorigage of International and the Atorigage of International Atorigage International A

Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made at the option of the Lender, or otherwise, as are made at the option of the Lender, or otherwise, as are made at the option of 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 were made or the execution of this Mortgage, although there may be no indebtedness secured hereby ourstanding at the time of its Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling for record in the record in the research hereby including future advances, from the time of its filling for record in the record in the forth unpaid balance of the county in which the Property is located, The total amount of indebtedness secured hereby may increase from time to tune, but the total unpaid balance of indebtedness secured hereby (including disbursements of indebtedness secured hereby may increase from time to tune, but the total unpaid balance of indebtedness secured hereby (including disbursements of indebtedness secured hereby including disbursements of indebtedness secured hereby including disbursements of indebtedness in the Property and interest on anoth disbursements of indebtedness in factors in a secured hereby in the forth and any other december of the Property, to the extent of the maximum amount secured hereby including statutory liens, excepting solid in the extent of the maximum amount secured hereby including statutory is the Attention of the maximum amount secured hereby including statutory is the Attention of the maximum amount secured hereby including statutory hereby.

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16. Transfer of the Property. All of the indebtedness owed pursuant to the Agreement shall be immediately due and payable, if all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior writen consent, excluding (a) the creation of a hen or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the

15. Borrower's Copy, Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of excention of after reconfiguring bereaf.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the even that any provision or clause of this Mortgage on the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage and the Mortgage and the Mortgage and the Agreement are declared to be severable.

or Lender when given in the manner designated hereins 13. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower may designate by notice by certified mail, addressed to Borrower at the Property Address or 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 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 address as Lender may designate by notice to Borrower as provided herein. Any notice provided loring a lender when eiven in the manner designated herein.

define the provisions hereof, 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereinted to the respective successors and assigns of Lender and Borrower, shall inute to the respective successors and assigns of Lender and Borrower, shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpred or define the paragraphs.

H. 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.

10. Forbearance by Lender Not a Waiver. Any iorbearance by Lender in exercising any right or tenredy under the Agreement of hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right to accelerate the industries by Lender shall not be a waiver of Lender's right to accelerate the maurity of the indebtedness secured by this Mortgage.

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 Borrower and Borrower's successors in interest. Lender cabail not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Alortgage by reason of any demand made by the original Borrower's successors in interest.

NAME OF THE PROPERTY OF . 4 : 1 9 Borrower. Not Released! Extension of the time for payment or modification of any other term of the Agreement or this Mojigage granted by Lender So any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, and Borrower's successors in interest of Borrower shall not be required to commence proceedings against such successor or refuse to extenditine for payment or otherwise modify any term of the Agreement or this capabil not be required to commence proceedings against such successor or refuse to extenditine for payment or otherwise modify any term of the Agreement or hereunder, or otherwise Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Fortbearance by Lender Not a Walver. Any fortbearance by Lenderin exercising any right for remedy under the Agreement or hereunder, or otherwise informed by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes for proceed by this Mojigage are distinct and cumulative to any other right or remedy under this Mojigage or afforded to law or equity, and may be exercised concurrently, independently or successively.

11. Remedies Cumulative. All remedies provided in this Mojigage are distinct and cumulative to any other right or remedy under this Mojigage or afforded to 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 bind; and the right hereunder shall inter to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph life hereoff. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mojigage are for convenience only and are not to be used to interpret or define the provisions hereof.

define the provisions hereof.

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 notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender shall be given by certified mail; return receipt requested to Bender'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 herein.

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.

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 hereoft

16. Transfer of the Property. All of the indebtedness owed pursuant to the Agreement shall be immediately due and payable, if all or any part of the Property, or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage. (b) the creation of a purchase money security interest for household appliances or (c) attransfer by devise, descent or by operation of law upon the death of a joint regant.

17. Revolving Credit Luans. This Mortgage is given to secure a revolving credit loan, andishall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of this Mortgage, although there may be no indebtedness secured hereby outstanding at the time any advance is made. The film of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time of its filing for recordin the recording the registrar's office—Mortgage shall be valid as to all indebtedness secured hereby including dishursements which the lender may make under this Mortgage, the Agreement, or any other document with respect thereto) of indebtedness secured hereby (including dishursements 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 one hundred fifty per cent of the Maximum Credit, plus interest thereon and any dishursements made for payment of at any one time outstanding shall not exceed one hundred fifty per cent of the Maximum Credit, plus interest thereon and any dishursements 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. levied on the Property, to the extent of the maximum amount secured hereby.

18. Acceleration; Remedies. If Borrower engages in fraud or material misrepresentation in connection with the Mortgage or the Agreement, if Borrower 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 inaction adversely affects the Property, or Lender's rights in the Property, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable afterneys' fees, and costs of documentary and title records. evidence, abstracts and title reports

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration 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 agent or 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 or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage and termination 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 exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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Joseph E. O'Rourke	 	 .:	Borrowe
Type or Print Name			

Borrower. <u>Diane</u>

Type or Print Name

Notacy Public in and for said county and state, do hereby certify that

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subscribed to the foregoing instrument appeared before me to free and voluntary act, for the uses and purposes therein set	his day in person and a	cknowledged that	r The L signed	and delivered the said in	strument as
GIVEN under my hand and notarial seal, this $\frac{1}{2}$	4th day of	April	19 <u>94</u>		
out to a December 1900		Jan	The No	Muld Public	
This Instrument Prepared By: Darcie Beffa		~	" OFFICIAL	SEAL "	
Riverdale Bank		} ,	JERRY \		
Riverdale, Illinois 60627		} N	Y COMMISSION (XPIRES 8/22/95	•
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HOME EQUITY LINE OF CREDIT MORTGAGE

the undersigned