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2002-04-04 15:43:22

Cook County Recorder

29.00

RECORDATION REQUESTED BY:

FIRST AMERICAN BANK
P.O. BOX 307
201 S. STATE STREET
HAMPSHIRE, IL 60140



0020386684

WHEN RECORDED MAIL TO:

FIRST AMERICAN BANK
P.O. BOX 307
201 S. STATE STREET
HAMPSHIRE, IL 60140

SEND TAX NOTICES TO:

STEPHEN J. HARDY
ARLENE H. HARDY
2314 N. LAKEWOOD AVENUE
CHICAGO, IL 60614

FOR RECORDER'S USE ONLY

110008006

This Mortgage prepared by:

Loan Operations
First American Bank
80 Stratford Drive
Bloomington, IL 60108

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MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$32,000.00.

THIS MORTGAGE dated March 16, 2002, is made and executed between **STEPHEN J. HARDY and ARLENE H. HARDY, A MARRIED COUPLE** (referred to below as "Grantor") and **FIRST AMERICAN BANK**, whose address is P.O. BOX 307, 201 S. STATE STREET, HAMPSHIRE, IL 60140 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **COOK County, State of Illinois:**

UNIT 2314 IN LAKEWOOD COMMONS CONDOMINIUM TOWNHOMES AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: ALL OF LOTS 1 AND 2, A PART OF LOT 3 AND A PART OF LOTS 31 TO 49, BOTH INCLUSIVE, IN BLOCK 3 IN GEORGE WARD'S SUBDIVISION OF BLOCK 12 IN SHEFFIELD'S ADDITION TO CHICAGO, IN THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 3 (BEING ALSO THE NORTHEAST CORNER OF SAID LOT 1) AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 3, A DISTANCE OF 592.26 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 3 (BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 31) THENCE WEST ALONG THE SOUTH LINE OF BLOCK 3, A DISTANCE OF 61.51 FEET TO A POINT, THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 11.24 FEET TO A POINT WHICH IS 63.07 FEET (MEASURED

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PERPENDICULAR) WEST FROM THE AFORESAID EAST LINE OF BLOCK 3, THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX WESTERLY, HAVING A RADIUS OF 458.58 FEET, A DISTANCE OF 65.36 FEET TO A POINT WHICH IS 76.23 FEET (MEASURED PERPENDICULAR) NORTH FROM THE SOUTH LINE AND 67.55 FEET (MEASURED PERPENDICULAR) WEST FROM THE EAST LINE OF SAID BLOCK 3, THENCE NORTH ALONG A STRAIGHT LINE A DISTANCE OF 515.74 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 3 AT A POINT 66.21 FEET WEST FROM THE NORTHEAST CORNER THEREOF, THENCE EAST ALONG SAID NORTH LINE OF BLOCK 3, SAID DISTANCE OF 66.21 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE EAST AND WEST 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND 3 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOT 49 IN SAID BLOCK 3, IN COOK COUNTY, ILLINOIS PARCEL 2: ALL THAT PART OF THE EAST AND WEST PUBLIC ALLEY, 16 FEET WIDE, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1, 2 AND 3 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOT 49 IN BLOCK 3, WHICH LIES WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 49 EAST OF A LINE DRAWN FROM A POINT WHICH IS 76.23 FEET (MEASURED PERPENDICULAR) WEST FROM THE EAST LINE OF SAID BLOCK 3 TO A POINT ON THE NORTH LINE OF SAID BLOCK 3 WHICH IS 66.21 FEET WEST FROM THE NORTHEAST CORNER OF SAID BLOCK 3, ALL IN GEORGE WARD'S SUBDIVISION OF BLOCK 12, IN SHEFFIELD'S ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS AS VACATED BY ORDINANCE RECORDED SEPTEMBER 24, 1980 AS DOCUMENT NUMBER 25597339 WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 85317473, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2314 N. LAKEWOOD AVENUE, CHICAGO, IL 60614. The Real Property tax identification number is 14-32-105-016-1008.

REVOLVING LINE OF CREDIT. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other

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method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

ATTORNEYS' FEES; EXPENSES. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent

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permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

Definitions. The following words shall have the following meanings when used in this Mortgage:

BORROWER. The word "Borrower" means STEPHEN J. HARDY and ARLENE H. HARDY, and all other persons and entities signing the Credit Agreement.

CREDIT AGREEMENT. The words "Credit Agreement" mean the credit agreement dated March 16, 2002, with credit limit of \$32,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Credit Agreement is a variable interest rate based upon an index. The index currently is 4.750% per annum. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Mortgage shall be subject to the following maximum rate. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than (except for any higher default rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. The maturity date of this Mortgage is April 1, 2012.

GRANTOR. The word "Grantor" means STEPHEN J. HARDY and ARLENE H. HARDY.

INDEBTEDNESS. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

LENDER. The word "Lender" means FIRST AMERICAN BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

MORTGAGE. The word "Mortgage" means this Mortgage between Grantor and Lender.

PERSONAL PROPERTY. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

PROPERTY. The word "Property" means collectively the Real Property and the Personal Property.

REAL PROPERTY. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X *Stephen J. Hardy*
STEPHEN J. HARDY, Individually

X *Arlene H. Hardy*
ARLENE H. HARDY, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **STEPHEN J. HARDY** and **ARLENE H. HARDY**, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18 day of March, 20

By *Helma Peterson* Residing at *Vernon Hills*

Notary Public in and for the State of ILLINOIS

My commission expires 4-27-02

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