

UNOFFICIAL COPY

0020400616

30 Apr 2002 17:00:17 Page 1 of 10
2002-04-09 09:14:06
Cook County Recorder 39.50



AFTER RECORDING MAIL TO: *Prep by*

Glenview State Bank
Indra K. Ramdass
800 Waukegan Road.
Glenview, Illinois 60025



RECORDER'S STAMP

FLEXEQUITY ACCOUNT MORTGAGE Loan No. 70829705

THIS FLEXEQUITY MORTGAGE is made this 1st day of April 2002 by and between Janet C. Brame, as Trustee of the Janet C. Brame Trust Agreement dated October 1, 1999 an undivided 1/2 interest and James D. Brame, as Trustee of the James D. Brame Trust Agreement dated October 1, 1999 an undivided 1/2 interest.

(herein "Borrower") and GLENVIEW STATE BANK, an Illinois Corporation, whose address is 800 Waukegan Road, Glenview, Illinois 60025 (herein "Lender").

Real Estate Index: R976382

Whereas, Borrower is indebted to Lender under that certain FlexEquity Account Promissory Note dated April 1, 2002 (herein "Note") with a credit limit of Fifty Thousand Dollars and no/100 dollars (\$ 50,000.00) (a minimum amount of \$10,000.00) of which an initial advance of (\$) has been made and against which Borrower may draw and Lender is obligated to make advances from time to time to the full amount thereof. Repayments of sums advanced from time to time will replenish the credit limit pro tanto so that the total amount that may be lent under the Note may exceed the credit limit thereof but not at any one time. The Note provides for monthly installments of interest or, if Borrower has elected to take any advance as a term loan, of principal and interest, at the rates set forth in the Note, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable five (5) years from the date hereof.

Borrower, in consideration of the indebtedness herein recited, does hereby mortgage, grant, warrant and convey (unless Borrower is a Trust, in which event Borrower does hereby mortgage, grant, quitclaim and convey) unto Lender and its successors and assigns, the following described property located in the County of _____, State of Illinois:

lot 89 of the willows west being a subdivision in the southeast 1/4 of section 20, township 42 north, range 12 east of the third principal meridian, in cook county, illinois, (which plat subdivision was recorded on october 11, 1967, with recorder of deeds cook county, as document 20287770 in cook county, illinois).

PIN:
which has the address of 4051 Crestwood Drive, Northbrook, IL 60062 (herein "Property Address").

UNOFFICIAL COPY

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a waiver by Lender, Borrower shall pay to Lender on the day monthly installments of interest would be payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property if any, plus one-twelfth of yearly premium installments for hazard

ADVANCES. On the Note; fourth, to the payment of principal of the Note; and then to interest and principal on any Future Documents; second, to the payment of any sums due under Paragraph 2 hereof; third, to the payment of interest permitted by law) delinquencies, costs and expenses of exercising rights and remedies granted under the Credit Lender pursuant to the provisions of the Credit Documents, whether as advances, attorney's fees (to the extent under the Note and this Mortgage shall be applied by Lender first in Payment of any additional sums owing to Paragraph 27 below) secured by this Mortgage. Unless applicable law requires otherwise, all payments received other charges imposed under the Note, and the principal and interest on any Future Advances (as defined in when due the principal and interest on the indebtedness evidenced by the Note together with any late charges or I. PAYMENT AND COMPLIANCE WITH NOTE; APPLICATION OF PAYMENTS. Borrower shall promptly pay COVENANTS. Borrower and Lender covenant and agree as follows:

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder, reduce the amount of credit available, and/or require repayment of the outstanding balance under the Note. THIS MORTGAGE IS GIVEN TO SECURE: (i) the repayment of the indebtedness evidenced by the Note; (ii) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (iii) the performance of the covenants and agreements of Borrower contained herein and in the Note, and, if title to the property is held by a Trust, in the FlexEquity Security Agreement (the "Security Agreement") of even date herewith. The Note, the Security Agreement and all instruments now or hereafter given to evidence or secure the indebtedness evidenced by the Note are collectively referred to herein as the "Credit Documents". The Credit Documents contemplate and this Mortgage permits and secures, future advances.

TO HAVE AND TO HOLD the Property unto Lender, its successors and assigns, forever, for the uses and purposes set forth herein. Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the property, and that the Property is unencumbered except for that certain Mortgage or Deed of Trust in favor of dated and recorded/registered as Document No. in the Office of the Recorder of Deeds/Registrar of Titles, Cook County, Illinois. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property of any part thereof.

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances after-acquired title or reversion in and to the rights of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, 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 of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC); and not withholding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real Property described above whether such right, title, and interest acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State Agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of the language that interest on the Funds shall be paid to Borrower, and unless such agreement be made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds, if any, are pledged as additional security for the sums secured by this Mortgage, and are held by Lender as a creditor and not as a trustee.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on subsequent monthly installments of Funds. If the amount of Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Neither Lender nor any institution designated by Lender to hold the Funds shall be liable for any failure to make the payments of insurance premiums, taxes or ground rents unless Borrower, while not in default hereunder, shall have requested Lender or such institution to make application of the Funds to the payment of the applicable insurance premiums, taxes or ground rents, accompanied by the bill for such insurance premiums, taxes or ground rents. Notwithstanding the foregoing Lender may, at its option, make or cause such institution to make any such application of the Funds without any direction or request to do so by Borrower.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **PRIOR ENCUMBRANCE; CHARGES; LIENS.** Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. A default under any prior mortgage or deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage may at the option of Lender be declared and deemed to be a default under this Mortgage but only if such default adversely affect Lender's security for the note of any rights of Lender in the security. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which may attain priority over this Mortgage (other than any prior first mortgage or deed of trust); 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, at Borrower's cost keep the improvements now existing or hereafter erected on the Property insured against loss by fires, hazards included within the term "extended coverage and such other hazards (collectively agreed to as "Hazards" as Lender may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (a) the maximum insurable value of the Property or (b) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligations secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the co-insurance requirement contained in the insurance policy.

UNOFFICIAL COPY

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Credit Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender hereunder, including but not limited to eminent domain, insolvency, code enforcement or arrangements involving a bankruptcy or decedent, then Lender, without demand upon Borrower but upon notice to Borrower pursuant to Paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement of applicable law.

5. PRESERVATION AND MAINTENANCE OF PROPERTY, LEASEHOLD, CONDOMINIUMS, PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly 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 promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraph 1 and 2 hereof or change the amount of such installments.

If under Paragraph 17 hereof the Property is acquired by Lender, all rights, 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 such sale or acquisition shall become the Property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

If the Property is abandoned by Borrower or if Borrower fails to respond to Lender in writing within thirty (30) calendar 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 irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair the Property or to the sums secured by this Mortgage.

Subject to the terms and conditions of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage and unless Borrower and Lender otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. Such application shall not cure or waive any default under this Mortgage or invalidate any act done pursuant to such notice.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be reasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. All premiums on insurance policies shall be paid in the manner provided in Paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon at the rate from time to time in effect under the Note for revolving credit advances, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment therefor and if such are not paid within the time period set forth in such notice, such amounts may be charged by Lender as a draw on the Note. Nothing contained in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

7. **INSPECTION.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency, 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 subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority, to effectuate this paragraph. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 thirty (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.

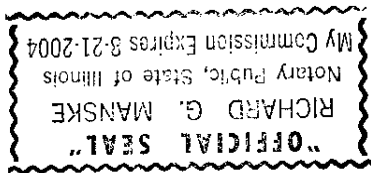
Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

9. **BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein or under the Credit Documents shall not operate to release in any manner the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof, Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

10. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS.** As used herein, the terms "Borrower" and "Lender" shall include their respective heirs, devisees, endorsees, guarantors, sureties, endorsers, legal representatives, successors, assigns and subsequent holders of the Note. All of the terms, covenants, conditions, and agreements set forth herein shall be binding upon and terms to the benefit of such parties except that no right shall inure to any successor of Borrower unless consumed to by Lender as herein provided. Borrower hereby acknowledges that Lender may freely assign or transfer all or any part of Lender's rights hereunder. If one or more person or entity signs this Mortgage, each of them is jointly and severally obligated hereunder. Any

UNOFFICIAL COPY

10



My Commission expires:

8/21/2004

Richard G. Manske
Notary Public

Given under my hand and official seal, this 1st day of April, 2002

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledges that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Janet C. Brame, as Trustee of the Janet C. Brame Trust Agreement dated October 1, 1999 undivided 1/2 interest and James D. Brame, as Trustee of the James D. Brame Trust Agreement dated October 1, 1999 undivided 1/2 interest.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT

COUNTY OF _____
STATE OF ILLINOIS
SS.

_____ Co-Trustee

James D. Brame
Trustee

_____ Co-Trustee

Janet C. Brame
Trustee

Janet C. Brame, as Trustee of the Janet C. Brame Trust Agreement dated October 1, 1999 undivided 1/2 interest and James D. Brame, as Trustee of the James D. Brame Trust Agreement dated October 1, 1999 undivided 1/2 interest.

IF BORROWER IS (ARE) INDIVIDUAL(S):

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

29. PRIORITY OF ADVANCES. All advances under the line of credit established by the Note shall have the same priority as if made at the time of execution of this Mortgage.

Loan No. 70829705