UNOFFICIAL CO1821/316242

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1823 CENTRE POINT CIRCLE
P. O. BOX 3142
NAPERVILLE, IL 60566-7142

3468/0228 49 001 Page 1 of 8 2002-11-27 15:10:41 Cook County Recorder 38.00



MAIL TO → BOX 352

THIS IS A JUNIOP MORTGAGE

3874103 2955-4-24

# EQUITY CASH LINE MORTGAGE

THIS MORTGAGE is made this 26TH day of OCTOBER between the Mortgagor, TERRANCE E FLINZ AND DARLENE L BLANZ, HUSBAND AND WIFE

2002

(herdin "Borrower"), and the Mortgagee, Mid America Bank, fsb,

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's Equity Agreement and Promissory Note (herein "Note") providing for periodic payments as called for therein, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 1, 2012.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance here to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower nersin contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK.

LOT 53 IN UNIT 2 OF JEANETTE'S FOX HILLS, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 22354040100000 which has the address of 13180 MEADOW HILL LANE, LEMONT, IL 60439

(herein "Property Address");

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MidAmerica Bank IN THE AMOUNT OF \$188,900.00, RECORDED AS DOCUMENT NO. mortgage, grant and convey the Property, that the Property is unencumbered, except for FIRST MORTGAGE Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to Together with all improvements now or hereafter erected on the property, and all easements, *rights*, together with all improvements now or hereafter stock, and gas rights and profits, water rights, and water stock, and all tures now or hereafter attached to the property, all of which, including replacements and additions thereof, shall deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with deemed to be and remain a part of this Mortgage is on a leasehold) are herein referred to as the "Property".

said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with fixtures now or hereafter attached to the property, all of which, including replacements and additions thereof, shall

insurance policy insuring Lender's interest in the Property. subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title and that Borrower will warrant and defend generally the title to the property against all other claims and demands,

Borrower and Lender covenant and agree as follows:

the indebtedness evider ced by the Note, and late and other applicable charges as provided in the Note: Payment of inicipal and Interest. Borrower shall promptly pay when due the principal of and interest on

paying the minimum payment in any other billing cycle. billing cycle. Payment of more than the minimum payment in any billing cycle will not relieve the borrower from Application of Payments. The borrower must pay to the Bank at least the minimum payment due in each

charges, if any; (3) annual service fee and/or off er charges, if any; and (4) principal reduction. Payments received will be applied in the following order when posted - (1) accrued interest, if any; (2) late

Any additional monies sent will immediately reduce the outstanding balance by that amount. Interest only payments The CashLine requires interest, late fees (if try) and annual service fee (if applicable) as monthly payments.

and annual service fees are satisfied. cannot be paid in advance. Principal reduction payments cannot be made until all accrued interest, late charges,

manner acceptable to Lender, or shall in good faith contest such lien by, or derid enforcement of the lien or such lien so long as Borrower shall agree in writing to the payment of the chrystion secured by such lien in a any such lien which has priority over this Mortgage; provided, that Borrowel anall not be required to discharge any Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge Lender all notices of amounts due under this Paragraph and in the evant Borrower shall make payment directly, any, by Borrower making payment, when due, directly to the payee unareof. Borrower shall promptly fumish to attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents if Charges: Liens. Borrower shall pay all taxes, assessin ents and other charges, fines and impositions

Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards Hazard Insurance. Borrower shall keep the improvements now existing or tertated on the forfeiture of the Property or any part thereof.

this Mortgage. not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall

Borrower making payment, when due, directly to the insurance carrier. provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by The Insurance Carrier providing the insurance shall be chosen by Borrower subject to approval by Lender;

make proof of loss if not made promptly by Borrower. premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of said mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and All insurance polices and renewals thereof shall be in form acceptable to Lender and shall include a standard

Unless Lender and Borlowel objective agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if 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. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the 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 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 exceed or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments. 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 planned unit development, Borrower shall 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. 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.
- 6. Protection of Lender's Security. if Forrower 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 eminent comain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Borrower shall faithfully and fully comply with and abide by every term, covenant and condition of any superior mortgage or mortgages presently encumbering the Property. A default or delinquency under any superior mortgage or mortgages shall automatically and immediately constitute a default under this Mortgage. Lender is expressly authorized at its option to advance all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 6 of this Mortgage. Borrower agrees not to make any agreement with the holder of any superior mortgage that in any way shall modify, change, alter or extend any of the terms or conditions of that superior mortgage nor shall Borrower request or accept any future advances under that superior mortgage, without the express written consent of Lender.

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 shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 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 in this Paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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 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 with 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 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 Protecty or to the sums secured by this Mortgage.

Unless Lender and Sorrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the dree of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments.

**9. Borrower Not Released.** Talension of the time for payment or modification of payment of the sums secured by this Mortgage granted by Lendor 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 shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment of sums secured by this Mortgage by reason of any demand made by the original Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any schearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a corrected or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtednoss secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall insure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 16 hereof. All covena its and agreements of Borrower shall be joint and several. The captions and headings of Paragraphs of this Mortgage are for convenience borrower shall be joint and several. The captions and headings of Paragraphs of this Mortgage are for convenience only and are not to be used to interpret or 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 as provided herein, and (b) any 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 or Lender when given in this manner designated.

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- 14. Uniform Mortgage: Governing Laws; Severability. This form of moltgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred 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, (c) a transfer by devise or descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and Borrower or such other person pays all expenses incurred by Lender to assume that the lien of this Mortgage and Lender's interest in the Property sha'r continue unimpaired. If Lender has waived the option to accelerate provided in this Paragraph 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note.

If Lender exercises such option to schelerate, Lender shall mail Borrower notice of acceleration in accordance with Paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof.

- 17. Obligatory Advances. This Mortgage secures the repayment of certain sums advanced to the Borrower under the Equity Agreement and Promissory Note. Provided Borrower is not in default with respect to any covenant or agreement under the terms of this Mortgage, and the Equity Agreement and Promissory Note, including the covenants to pay when due any sums secured by this Mortgage, it ender is obligated from time to time and upon demand of Borrower to advance such additional sums requested by Borrower up to the total face amount of this Mortgage.
- 18. Acceleration; Remedies. Except as provided in Paragraph 10 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in Paragraph 13 hereof specifying (1) the Breach; (2) the action required to cure such Breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such Breach must be cured; and (4) that failure to cure such Breach on or before the date specified in the notice may result in acceleration of the sum secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Forcower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the Breach is not cured on or before the date specified in the notice, 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 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.
- 19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if; (a) Borrower pay Lender all sums which would be then due under this Mortgage, had no acceleration occurred; (b) Borrower cures all Breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorney's fees;

secured hereby shall remain in full force and effect as if no acceleration had occurred. Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this and (b) Borrower takes such action and pays all expenses as Lender may reasonably require to assure that the lien

acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security

rents as they become due and payable.

rents actually recomed, and then to the liable to account only for those of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees the costs of management of the Property and collection of the costs of management of the Property and collection Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed Upon acceleration under Paragraph 18 hereof or abandonment of the Property and at any time prior to the

Mortgage without charge to Echower, Borrower shall pay all costs of recordation, if any. the written request of Borrower (if prior to the final due date with all sums having been paid) Lender shall release this 21. Release. Upor payment of all sums secured by this Mortgage on the Expiration Date of the Note, or upon

22. Waiver of Homestead. Ecrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has ex scuted this Mortgage.

Borrower DARLENE SMAJF E BLANZ **Borrower** 

STATE OF ILLINOIS

COUNTY OF ( WILL)

I, the undersigned, a Notary Public in and for said County and State do hereby certify that TIRRANCE E BLANZ

and DARLENE L BLANZ, HUSBAND AND WIFE

Given under my hand and official seal this

гретк appeared before me this day in person, and acknowledged that signed and delivered the said ∠ μeλ personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument,

free and voluntary act, for the uses and purposes therein set forth. instrument as

1860CL Page 6 of 6 3/02 Notary Public ECRETIAN ASSURE STATE STATE YEATON SODAUB M AZIJ EOIE (180:8304) to yeb प्रागर ([Hopen

My commission expires:

P. O. BOX 3142 1853 CENTRE POINT CIRCLE WID YMEKICY BYNK' tap. MHEN KECOKDED KELDKN LO:

NAPERVILLE,

[Space Above this Line for Recording Data]

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DE'VELOPMENT RIDER is made this 26TH day of OCTOBER , 2002 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to MID AMERICA BANK, FSB. (the "Lender")

of the same date and covering the Propercy described in the Security Instrument and located at:

13180 MEADOW HILL LANE, LEMONT, IL 60439

[Property Address]

The Property includes, but is not limited to, a parceter and improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as

[Name of Planned Unit Devolopment]

(the "PUD"). The Property also includes Borrower's interest in the nomeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the 'Owners Association') and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
  - (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of onetwelfth of the yearly premium installments for hazard insurance on the Property; and
  - (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

MULTISTATE PUD RIDER - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3150 9/90

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition of subdivide the Property or consent to:
  - (i) the abandonment of termination of the **PUD**, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of lender.
  - (iii) termination of professional management and assumption of self-management of the Owners Association; or
  - (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other tends of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions con a ried in this PUD Rider.

Therane 511	Blam (Seal) Dacler	2BC (Seal)
	- Borrower	Borrower
	(Seal)	(Seal)
	- Borrower	- Borrower