This instrument was prepared by: PATRICIA KOPCA
ARGONNE CREDIT UNION
1350 W. Renwick Rd.
Romeoville, IL 60446

When recorded mail to:
First American Title Insurance Co.,
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
ATTN: NATION AL RECORDINGS

0,	SPACE ABOVE THIS LINE FOR RECORDERS	Q I IQE
REVOLV		11978508
THIS MORTGAGE CONTAINS A DUE-ON-SA AGREEMENT WHICH PROVIDES FOR A REV INTEREST.	LE PROVISION AND SECURES INDEBTEDM OLVING LINE OF CREDIT AND MAY CONTA	NESS UNDER A CREDIT IN A VARIABLE RATE OF
THIS MORTGAGE is made on 5/./2007	, betv	veen the Mortgagor,
JAMES W. RICHARDSON AND BARBAR A H. TENANCY IN COMMON, BUT IN JOINT TENA	FARRINGTON N/K/A BARBARA H. RICHAR NCY	dson, not in
(herein "Borrower"), and the Mortgagee, <u>Argor</u> <u>Illinois</u> , whose address is 1350 W. Re	ne Crr dit Union , a corporation organized and nwick Rr., Rc meoville, IL 60446 (h	d existing under the laws of erein "Lender").
WHEREAS, Borrower is indebted to Lender TO SECURE to Lender:	as described in this paragraph;	
LOANLINER Home Equity Plan Cred dated the same day as this Mortgage (herein "Credit Agreement"). Lender Credit Agreement, which advances witime to time. Borrower and Lender of total outstanding principal balance ow changes thereon at a rate which may	due and to become one under the termit Agreement and Truth-in-Lending Disclosure, and all modifications, americants, extension has agreed to make advances to Borrowell be of a revolving nature and may be made, intemplate a series of advances to be securing at any one time under the Credit Agreement) and any offer chair chair the Credit Agreement) shall not exceed 1000 DOLLARS	s made by Borrower and one and renewals thereof r under the terms of the repaid, and remade from ed by this Mortgage. The ent (not including finance
(\$100,000.00_). That sum is refet the Credit Agreement as the Credit Lim paid, is due and payable7 years	erred to herein as the Maximum Principal Balan it. The entire indebtedness under the Credit Agr from the date of this Mortgage.	ce and referred to in reement, if not sooner
(2) The payment of all other sums advance with finance charges thereon at a rate to	d in accordance herewith to protect the security which may vary as described in the Credit Agree	y of this Mortgage, ement.
(3) The performance of the covenants and BORROWER does hereby mortgage, warrance located in the County of COOK	agreements of Borrower herein contained; int, grant and convey to Lender the following de	escribed property, State of Illinois:

0713556154 Page: 2 of 6

### UNOFFICIAL COPY

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: LOT 3 IN LEMONT OAKS, A RESUBDIVISION OF PART OF LOT 19 IN COUNTY CLERKS DIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0	OCA				,
which has the address of	of1139 S W	ALTER STREET (Street)			,
	LEMONT	(Street)	, lilinois .	60439	(herein
"Property Address");	(C'(y)			(Zip Code)	
Property Tax ID No.: _	22-29-320-009-0000				
appurtenances and fixt Mortgage: and all of the	all the improvements now ours, all of which shall be de the foregoing, together with such a referred to as the "Property."	emed to be and remain aid property (or the leas	a part of the	property cover	rea by this
Complete if applicable: This Property is part of	a condominium project known a	ns N/A			•
This Property includes I project.	Borrower's unit and all Borrower	's rights in the common e	elements of the	condominium	
This Property is in a Pla	inned Unit Development known	as N/A	<u> </u>		<del>_</del> -

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 the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges und collection costs as provided in the Credit Agreement.
- 2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender. the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.
  If Borrower pays Funds to Lender, 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 shallcharge apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments

### JNOFFICIAL COPY

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 this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is 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 are pledged as additional security for the sums secured by this Mortgage.

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 monthly installments of Funds. If the amount of the 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 in one

or more payments as Lender may require.

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 22 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 the of application as a credit against the sums secured by this Mortgage.

3. Application of Pryments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and prographs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable

to Lender by Borrower under puragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Coeds of Trust; Charges; Llens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid 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, Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all and only the days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all and only the lender this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the lender overments now existing or hereafter erected on the Property

insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such pariods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance of a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balanca plus the full amount of any tien which has priority

over this Mortgage. The insurance carrier providing the insurance shall be chosen by Portower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender, Lender shall have the right to hold the policies and renewals them of, subject to the terms of any mortgage,

deed of trust or other security agreement with a lien which has priority over the Mongage.
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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unlass Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Pioperty, if it is economically facelylated as a feasible to do so

if the Property is abandoned by Βοιτοwer, or if Borrower falls 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 fc. 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.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Devel, it ments. 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 covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless

## JNOFFICIAL COPY

Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such

8. 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.

9. 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, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over

10. Borrowe Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amodization of the sums secured by 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 conder shall not be required to commence proceedings against such successor or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the cricinal Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy, hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the lights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions or paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co signs this Mortgage, but does not execute the Credit Agreement,

(a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (a) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendment, with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Department.

that Borrower's interest in the Property.

12. 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 delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such of earliers as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail 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 formwar or Lender when given in the manner

designated herein.

13. Governing Law; Severability. The state and local laws applicable to his Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "utto reys' fees" include all sums to the extent act exchibited by applicable law or limited begain to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not anter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has prior to receive this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior critten consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Mortgag . a the

time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Walver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. Walver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of

limitation as a defense to any demand or obligation secured by this Mortgage.

19. Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

0713556154 Page: 5 of 6

## **UNOFFICIAL COPY**

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The

assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the

written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 he of. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrows, my pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22

22. Default, Tenthiciden and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material mis-representation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit? greement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 harper exercising (1) the event of default: (2) the action required to cure such event of default: (3) a paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the die the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Vortigage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the night to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure. If the event of default 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 title Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicis' priceeding. 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.

23. Borrower's Right to Reinstate. Notwithstanding Lenger's acceleration of the sums secured by this Mortgage due to Borrower's default, 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 pays Lender all sums which would be then due under this Mortgage and the Crcdif Agreement had no acceleration occurred; (b) Borrower cures all events of default; (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 22 hereof, including, but not limited to, reasonable attorneys fees, and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, 'Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

acceleration had occurred.

24. Assignment of Rents; Appointment of Receiver. As additional security hereunder, borrower hereby assigns to lender the rents of the property, provided that borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and rayable.

Upon acceleration under paragraph 22 hereof or abandonment of the property, lender shall be entitled to have a receiver appointed by a court 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 the receiver shall be applied first tr. payment of the costs of management of the property and collection of rents, including, but not limited to, receiver's 1,35 premiums on receiver's bonds and reasonable attorneys fees, and then to the sums secured by this mortgage. The receiver shall be liable to account only for those rents actually received.

25. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. Lender shall discharge this Mortgage when Borrower has (1) paid all sums secured by this Mortgage and (2) has requested (a) that the line of credit be reduced below the amount for which a security interest in real property may be required by

Lender, Lender shall release this Mortgage without charge to Borrower.

0713556154 Page: 6 of 6

# **UNOFFICIAL COPY**

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE

UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST	
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.	
IN WITNESS WHEREOF, Borrower has executed this Mortgage.	
X Sames W. Rehardson	
JAMES W. RICHARDSON (Som)	
X Bulla A Farmer N/K/A Bullan Allach	
BARBARA H. FARRINGTON N/K/A BARBARA H. RICHARDSON	
X Borrower	
(Seel)	
Bc.rower	
(Seel)	
Borrower	
DOKOWA!	
STATE OF ILLINOIS, DUPAGE County ss:	
ANDRIA BEUSSE a Notary Public in and for sai	i
county and state, do hereby certify that	
JAMES W. RICHARDSON AND BARBARA H. FARRINGTON N/K/A/ PARBARA H. RICHARDSON, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY	
subscribed to the foregoing instrume	nt.
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrume appeared before me this day in person, and acknowledged that they signed and delivered the said instrum	
their free voluntary act, for the uses and purposes therein set forth.	
Given under my hand and official seal, this 1 st day of MAY 200	,
Given under my hand and official seal, this day of MAT day of MAT	<u> </u>
My Commission expires:  Signature of Notary Public	
7/17/08 ANDRIA BEUSSE	_ <b></b>
Name of Notary Public	
OFFICIAL SEAL	
ANDRIA BEUSSE  Notary Public - State of Itlinois	
My Commission Expires Jul 17, 2008	