

UNOFFICIAL COPY

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1133422017 Fee: \$64.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/30/2011 10:02 AM Pg: 1 of 14

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 10-11-313-005-0000 ✓

Address:

Street: 2325 MARCY AVENUE ✓

Street line 2:

City: EVANSTON

State: IL

ZIP Code: 60201

Lender: GREAT LAKES CREDIT UNION

Borrower: WILLIAM DAVID O'NEIL & SUZETTE M. O'NEIL

Loan / Mortgage Amount: \$100,000.00 ✓

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the loan is a HELOC which is not simultaneous with a new first mortgage.

SEARCHED
SERIALIZED
INDEXED
FILED
NOV 30 2011
INTL

Certificate number: 424AACAC-A08F-4AF1-8A92-FB5D2ACA10A0

Execution date: 11/30/2011

UNOFFICIAL COPY

DOCUMENTS PREPARED BY:
ANNE BERGMANN

RECORD AND RETURN TO:
BRANDY STABENOW
GREAT LAKES CREDIT UNION
2525 GREEN BAY ROAD
NORTH CHICAGO, IL 60064

[Space Above This Line For Recording Data]

REVOLVING CREDIT MORTGAGE (SUBORDINATE LIEN) (Securing Future Advances)

Loan ID # 55388660

Maximum Obligation. The maximum aggregate principal amount to be secured by this Revolving Credit Mortgage is One Hundred Thousand and no/100 Dollars (U.S. \$100,000.00). This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. The interest rate provided in the Credit Agreement is variable, and the annual percentage rate (corresponding to a daily periodic rate) and the periodic payment may change. The annual percentage rate (corresponding to a daily periodic rate) includes interest only and no other charges. Borrower's and Lender's intent is that this Revolving Credit Mortgage secures all sums advanced by Lender pursuant to the Credit Agreement and this Revolving Credit Mortgage.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 9, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this Revolving Credit Mortgage given by Borrower to secure Lender monies advanced to Borrower in accordance with the terms of the Credit Agreement. This Security Instrument is dated November 11th, 2011, together with all Riders to this document.

(B) "Borrower" is WILLIAM DAVID O'NEIL AND SUZETTE M. O'NEIL, HUSBAND AND WIFE

. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is GREAT LAKES CREDIT UNION

. Lender is a CREDIT UNION organized and existing under the laws of THE STATE OF ILLINOIS. Lender's address is 2525 GREEN BAY ROAD, NORTH CHICAGO, ILLINOIS 60064. Lender is the mortgagee under this Security Instrument.

UNOFFICIAL COPY

Loan ID # 55388660

(D) "**Credit Agreement**" means the **Home Equity Line of Credit Agreement and Promissory Note** dated **November 11th, 2011**. The Credit Agreement states Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, such advances to be of a revolving nature. The total outstanding principal balance owing at any one time under the Credit Agreement (not including charges and collection costs which may be owing from time to time under the Credit Agreement) is not to exceed the Credit Limit, with the full debt, if not paid earlier, due and payable on **November 14th, 2031**. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

(E) "**Credit Limit**" means the maximum aggregate principal amount to be secured by this Revolving Credit Mortgage as set forth above. The amount set forth above does not include interest and other fees and charges validly made pursuant to this Security Instrument. That amount also does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

(F) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "**Loan**" means the debt evidenced by the Credit Agreement, plus interest, any prepayment charges and late charges due under the Credit Agreement, and all sums due under this Security Instrument, plus interest.

(H) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box if applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Irrevocable Trust Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "**Periodic Payment**" means the minimum amount due for a specified billing cycle as set forth in a periodic statement provided to Borrower by Lender under the terms of the Credit Agreement.

(N) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan."

(P) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Credit Agreement and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Security Instrument secures to Lender (i) Borrower's obligations under the Credit Agreement, including the repayment of the Loan, and all renewals, extensions and modifications of the Credit Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument, the Credit Agreement and any prior mortgage or deed of trust, all as more fully set forth herein.

UNOFFICIAL COPY

Loan ID # 55388660

For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of COOK, Illinois:

LOTS 29 AND 30 IN BLOCK 11 IN ARTHUR T. MCINTOSH CENTRALWOOD ADDITION TO EVANSTON, A SUBDIVISION OF PART OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#10-11-313-005-0000

Parcel Identification Number: 10-11-313-005-0000

which has the address of

2315 MARCY AVENUE,
[Street]EVANSTON
[City]Illinois 60201 ("Property Address")
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property; all easements, rights of way, all water, water and riparian rights, all 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 mineral, oil, gas geothermal and similar matters, that may now, or at any time in the future, be part of the real estate described above. This Security Instrument shall also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property."

SECURED INTEREST

This Security Instrument including the security interest in the personal property secures to Lender: (a) the repayment of the debt evidenced by a note dated the same date as this Security Instrument and which is defined above as the "Credit Agreement," with interest, and all renewals, extensions, modifications and substitutions of the Credit Agreement; (b) the payment of all other sums, with interest, advanced under this Security Instrument by Lender to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement; and (d) all obligations of Borrower to Lender, which may arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Borrower and Lender.

The debt secured by this Security Instrument includes the Credit Limit amount, notwithstanding the amount Borrower has outstanding at any particular time under the Credit Agreement. The unpaid balance of the revolving line of credit under the Credit Agreement may at certain times be zero dollars (\$0.00). A zero balance does not affect Lender's agreement to make advances to Borrower under the Credit Agreement. Lender's interest under this Security Instrument will remain in full force and effect notwithstanding a zero balance on the Credit Agreement. It is the intention of the Borrower and Lender that this Security Instrument secures the balance outstanding under the Credit Agreement from time to time from zero dollars up to the Credit Limit amount, as provided in this Security Instrument and any intermediate balance.

UNOFFICIAL COPY

Loan ID # 55388660

BORROWER'S WARRANTY OF TITLE

Borrower covenants that Borrower is lawfully seized 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER'S COVENANTS

Borrower agrees that the covenants in this section are material obligations under the Credit Agreement and this Security Instrument. If Borrower breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Borrower's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again. Accordingly, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Performance. Borrower shall promptly pay when due the principal of and interest on the secured debt evidenced by the Credit Agreement and any prepayment charges and late charges due under the Credit Agreement and shall strictly and in a timely manner perform all of Borrower's obligations under the Credit Agreement, this Security Instrument and any related documents. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted.

If each payment is applied as of its due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Credit Agreement immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Credit Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in the Credit Agreement, or as may be required by Applicable Law, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) any prepayment charges due under the Credit Agreement and/or this Security Instrument if permitted by Applicable Law; (b) amounts due under this Security Instrument to secure the amounts advanced pursuant to the Credit Agreement and to protect Lender's security; (c) any late charges; (d) any other fees and charges other than finance charges; (e) accrued and unpaid finance charges due under the Credit Agreement; and, (f) any unpaid principal balance due under the Credit Agreement.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Credit Agreement.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Credit Agreement shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Existing Indebtedness. The lien of this Security Instrument securing the Credit Agreement may be secondary and subordinate to an existing lien ("Existing Indebtedness"). Borrower expressly covenants and agrees to: (a) perform all of Borrower's obligations, including Borrower's obligation to make payments when due, of such Existing Indebtedness; (b) deliver to Lender any notices that Borrower receives from the holder of any Existing Indebtedness; and, (c) not modify, extend or create any new obligation, nor request any future advance under any note or agreement secured by an Existing Indebtedness, without written permission of Lender. 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 Security Instrument and leasehold payments or ground rents, if any.

UNOFFICIAL COPY

Loan ID # 55388660

4. Taxes, Charges and Assessments. Provided Borrower shall comply with the conditions set forth in this Section 4 and below in Section 5, or unless otherwise agreed upon, Lender shall not require Borrower to pay to Lender funds for taxes and/or insurance in escrow. Borrower shall pay when due (but in no event, less than ten (10) days prior to the date when such amounts become delinquent), all taxes, special taxes, assessments, charges (including water and sewer), Community Association Dues, Fees, and Assessments, if any, fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Borrower shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Security Instrument, except for the lien of taxes and assessments not yet due, except for the Existing Indebtedness referred to below, and except as otherwise provided for in this Security Instrument.

Borrower may withhold payment of taxes and/or assessments provided Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in legal proceedings, which in Lender's opinion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, or other hazards, included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. The insurance shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. This insurance shall be maintained in the amounts and for the periods that Lender requires but in no event shall Lender require Borrower to provide hazard insurance in excess of the replacement value of the improvements on the Property. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

Lender shall have the right to hold the policies and renewal certificates. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices.

Should the Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Borrower 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; 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. Such flood insurance shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense to protect Lender's rights in the Property. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Credit Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

UNOFFICIAL COPY

Loan ID # 55388660

Subject to the terms of an Existing Indebtedness, during such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Credit Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Credit Agreement or this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of insurance proceeds to principal shall not extend, or postpone the due date or amount of the payments due under the Credit Agreement. If under Section 22, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition, shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Security Instrument, to the extent compliance with the terms of the Security Instrument would constitute a duplication of insurance requirements under the Existing Indebtedness. If any proceeds from the insurance become payable on loss, the provisions in this Security Instrument for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall keep the Property free of noxious weeds and grasses. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5, that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

If this Security Instrument is on a condominium or a planned unit development (PUD), 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.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its

UNOFFICIAL COPY

Loan ID # 55388660

interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Credit Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

9. Condemnation; Assignment of Miscellaneous Proceeds. In the event a condemnation proceeding is threatened or commenced against the Property, Borrower shall promptly notify Lender in writing of such action and take such steps as may be necessary to defend against said proceeding. Lender shall be a named party in any condemnation proceeding and shall, at its election, participate in and be represented by its own counsel. Borrower shall, upon Lender's request, provide to Lender any and all documents Lender may request to assist Lender in its defense of any such proceeding.

If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, subject to the provisions of any prior lien, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses and attorneys' fees incurred by Lender in connection with the condemnation proceedings.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Credit Agreement.

Mortgage Insurance reimburses Lender (or any entity that purchases the Credit Agreement) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Credit Agreement, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a

UNOFFICIAL COPY

Loan ID # 55388660

share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right of remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Credit Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Credit Agreement without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and right under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Credit Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Credit Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless

UNOFFICIAL COPY

Loan ID # 55388660

Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Credit Agreement and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender shall not exercise this option if Applicable Law prohibits such exercise.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five (5) days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Credit Agreement as if no acceleration had occurred; (b) cures any default as set forth in Section 21; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Credit Agreement; Change of Loan Servicer; Notice of Grievance. The Credit Agreement or a partial interest in the Credit Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Credit Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Credit Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Credit Agreement. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Credit Agreement is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Credit Agreement, the mortgage loan servicing obligations to Borrower will remain with

UNOFFICIAL COPY

Loan ID # 55388660

the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Credit Agreement purchaser unless otherwise provided by the Credit Agreement purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Default. Borrower will be in default if any of the following occur: 1) borrower engages in fraud or material misrepresentation in connection with the Loan and this Security Instrument; 2) Borrower fails to make a payment when due according to the terms of the Loan and this Security Instrument; 3) Any action or inaction by the Borrower occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Borrower fails to maintain required insurance on the Property; (b) Borrower transfers the Property; (c) Borrower commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Borrower fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Borrower dies; (f) if more than one Borrower, any Borrower dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Borrower and subjects Borrower and the Property to action that adversely affects Lender's interest; or (i) a prior lien holder forecloses on the Property and as a result, Lender's interest is adversely affected. In addition, Borrower will be in default if any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

For purposes of this Section 21, fraud shall include, the giving of materially false, misleading or inaccurate information or statements to Lender by Borrower, or any person or entities acting at the direction of the Borrower or with Borrower's knowledge or consent in connection with the Credit Agreement, or the Loan application process. Materials representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

UNOFFICIAL COPY

Loan ID # 55388660

22. Acceleration; Remedies. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the sums secured by this Security Instrument and foreclose this Security Instrument in a manner provided by law if Borrower is in default. In some instances, federal and state law will require Lender to provide Borrower with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of the Lender, after the occurrence of a default, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the sums secured by this Security Instrument after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Borrower's default, Lender does not waive Lender's right to later consider the event a default or to exercise any remedy in the future. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon termination of the Credit Agreement and Loan and upon payment of all sums secured by this Security Instrument and provided Lender's obligation to make further advances under the Credit Agreement has terminated, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois homestead exemption laws.

25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender's agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on its own.

26. Multiple Borrowers. If more than one person signs this Security Instrument, each person agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Borrowers and/or others.

27. Right of Rescission. To the extent Lender is required to provide Borrower a right of rescission for advances under the Credit Agreement, this Security Instrument will only secure such additional debt if Lender has provided the required right of rescission notice.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

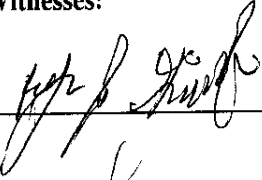
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Instrument to give notice to Lender, at Lender's address set forth on page one of this Security Instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

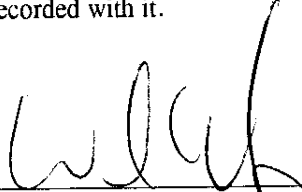
UNOFFICIAL COPY

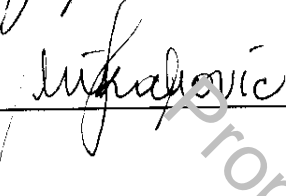
Loan ID # 55388660


BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:




_____ WILLIAM DAVID O'NEIL -Borrower




_____ SUZETTE M. O'NEIL -Borrower

Property of Cook County Clerk's Office

UNOFFICIAL COPY

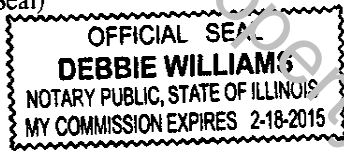
Loan ID # 55388660

State of ILLINOIS
County of COOK

The foregoing instrument was acknowledged before me this November 14th, 2011 by WILLIAM DAVID O'NEIL AND SUZETTE M. O'NEIL

My Commission Expires: 2-18-2015

(Seal)



A handwritten signature in black ink, appearing to read "Debbie Williams", written over a horizontal line.

Notary Public
(Sign & Print Name) Debbie Williams
Title/Rank: Personal Banker

This instrument was prepared by: ANNE FEROMANN

Property of Cook County Clerk's Office