# **UNOFFICIAL COPY**

86506927

### HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this lat day of October 19 86 between the Mortgage is Harris Trust and Savings Bank, an Illinois Corporation, A/T/U/T/A dtd 3/20/80 H/T 4 and 10 incline
Mortgagee, Harris Trust and Savings Bank, an Illinois Corporation, A/1/0/1/A dtd (Meretti Bortfower ), 4/10/1/A dtd (Mere
WHEREAS, Borrower and Lender have entered into a Harris Bank Home Line Credit Agreement and Disclosure Statement (the "Agreement")  dated October 1st 86 pursuant to which Borrower may from time to time until October 1, 2006  borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 105,000.00
the "Maximum Credit" plus interest, "iterest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After
declared due and payable or (ii) all sums obstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by October 1, 2006 (the "Final Naturity Date").
TO SECURE to Lender the repayment of the indebter ness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance increment to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of
ALL OF LOT 3 (EXCEPT THE NORTHWESTERLY 50 FEET) IN THE SUBDIVISION OF BLOCK 83 IN LAKE VIEW, A SUBDIVISION OF THE SOUTHWEST FRACATIONAL 1/4 OF SECTION 16 AND

THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 42 MORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 05-16-105-005

05-16-105-006

740/02 TRAN (1384-10/29/86 13:128:100)

\$7501 \$ \$ \*-86-50692 COCK COUNTY RECORDER

00x 33A

656 Sheridan Road, Winnetka, IL 60093

which has the address of ..

which has the address of ODO Shertdan Road, withhetka, It 60093

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and grounds water water rights, and water stock, and all fixtures now or hereafter attached to the property all of which mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

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06908 alonill	cago,	140
Monroe Street	West	111

Consumer Loan Services Division - Harris Trust and Savings Bank This Instrument Prepared By:

Coop Collumn 86506927 My Commission Expires: Given under my hand and notation real, this... \_\_to ysb\_\_\_ October 181 986T before me this day in person and acknowledged that tree and voluntary act, for the 1905 and purposes therein set forth. ed inemulizati biss odt betevileb bas bengiz , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared said county and state, or neveby certify that -Harris Trust and Savings Bank ... a Notary Public in and lor COOK COUNTY OF.... STATE OF ILLINOIS Type or Print Name Jype or Print Name IN WITNESS WHEREOF, Borrowar has executed this Morlgage Alfaubigient fen bad

HARRIS TRUST AND SEEDS TO

Constitute abenty lessandas ydereng Sasjuge Ganne, attecher haneto, ta bas her? much to gradel gas Exoneration provinces resembled

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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 Borrower will managed defend generally the title to the Property against all claims and demands, subject to any mortgages. declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. 3

COVENANTS, Borrower and Lender covenant and agree as follows:

- COVENANTS. Borrower and Lender covenant and agree as follows:

  1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, tines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evide icing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lion of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forier are of the Property or any part thereof.
- 4. Hazard Insurance. Borrower shall keen the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended covery je," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance that be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurptice policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Porrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss. Borrower shall give prompt in tice 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, insurative proceeds shall be applied to restoration or repair of the Property damaged. provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically leasible or if the security of this Mortgage would te 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, of 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 opior, 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 procreds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment if under paragraph 19 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

- 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 unit in a condominium or a planned unit development, from were shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit act elopment, 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 Borrower fails to perform the covenants and agreements contained in this Mirtgade, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any processing brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a pankrupt or decedent, then Lender 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 attorneys' fees and entry upon the Property to make repairs.

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 Agreement. 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 Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the 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, 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 Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

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

charge to Borrower. Lender shall pay all costs of recordation, if any.

21. Aslesse. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without

account only for those rents actually received.

on receiver's bonds and reasonable altorneys' fees, and then to the sums secured by this Mortgage. Lender and the teceiver shall be liable to applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property including those past due. All rents collected by Lender or the receiver shall be manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption

the right to collect and retain such rents as they become due and payable.

the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have 20. Assignment of Ments; Appointment of Meceiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender

made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including luture advances, from the time of its filling for recorders or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may at the time of execution of this Mortgage and although there may be no in ebtedness secured hereby outstanding at the time any advance is converted to an installment loan, and shall secure not only proscrity existing indebtedness under the Agreement but also future advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as it such luture advances were made on the date of the execution of this Mortgage, although there may be no advance made to the same extent as it such luture advances were made on the date of the execution of this Mortgage, although there may be no advance made. 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is

tenant: Lender may, at Lender's option, declare all the sums secured by this Mongage to be immediately due and payable. 18. Transfer of the Property; Assumption. If all 5. s./y part of the Property or an interest therein is sold, transferred or conveyed 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 point purchase ground security interest for household at olis rees or (c) a transfer by devise, descent or by operation of law upon the death of a joint party security interest for household at olis size or (c) a transfer by devise, descent or by operation of law upon the death of a joint leafer may at a party of the current of the control of t

recordation hereof.

15. Borrower's Copy. Borrower shall be fur ushed a conformed copy of the Agreement and of this Mortgage at the time of execution or after

to be severable.

which can be given effect with out he conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared of this Mortgage or the Agree, name, and applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement 14. Governing Law; Several lift; This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause

Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 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 a stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

13. Mollee. Except for any notice required under applicable hav to be given in another manner, (a) any notice to Borrower provided for in this All covenants and agreements of Borrower shall be joint and several. The captions and headings of the peragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

rights hereunder anall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the

or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage

the indebtedness secured by this Mortgage.

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 or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of 10. Forbestance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder,

successors in interest.

otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by 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 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 9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by

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#### **EXCULPATORY CLAUSE**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Saving Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the and trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and procees from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for to a Boneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

and the body of this instrumen	t, the provisions of this paragraph shall control.
X-7615 (N-9-82)	
	0/C004
STATE OF ILLINOIS )	I JILL WACHTOR
COUNTY OF COOK }	a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that  HERMAN A. KOLE
	THE RIVERS AND LE
	Vice President of the Nar/is Trust and Savings Bank and
	KENNETH E PIFKUT Assistant Secretary
	of said Bank, who are personally known to me to be the complete persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as afortable for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.
	Given under my hand and Notarial Seal this 10 day of October 1.0. 1986
	We Wacker
X-4784 (N-12-74)	Notary Public
My Commission Expires	February 19, 1990