

UNOFFICIAL COPY

Return after recording to

Continental Illinois National Bank  
231 S. La Salle Street  
Chicago, Illinois 60697

This instrument was prepared by  
D. Davidson  
CINB - 231 S. La Salle Street - 1st floor  
Personal Banking - Chicago, Illinois, 60697

or Recorders' Box 254  
Attention D. Davidson

MORTGAGE

THIS MORTGAGE is made this 3rd day of December 1986 between Henry R. Graham and Anne R. Graham, his wife, as joint tenants as

Mortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South LaSalle Street, Chicago, Illinois 60697, as Mortgagee. As used in this document the words "you" and "your" refer to the persons signing this instrument and the word "Lender" refers to Continental Illinois National Bank and Trust Company of Chicago and its successors and assigns.

**Indebtedness Being Secured.** You are signing this Mortgage to secure to Lender to repay \$79,000 amounts outstanding under a certain variable rate Equity Line Agreement (the "Agreement") dated the same date as this Mortgage in the amount of \$ (Credit Limit) or so much thereof as may be outstanding from time to time under the Agreement plus accrued interest (Finance Charges), fees, charges and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finance Charges) and providing for all sums owing to Lender hereunder and under the Agreement if not paid within other voluntarily or required to be paid on December 25

(Maturity Date) and all renewals, extensions or modifications of the Agreement (to any amount advanced to protect the security of this Mortgage, (a) the performance of the parties signing the Agreement, and (b) your performance of covenants and agreements contained in the Mortgage. The Agreement sets forth terms under which the rate (Annual Percentage Rate) at which the Finance Charge is computed may change over the term of the Agreement. The Annual Percentage Rate may increase or decrease each day depending upon the daily balance in the Account. The Annual Percentage Rate may also vary each month if the Prime Rate or reference rate used to determine the Annual Percentage Rate changes. The Prime Rate shall mean the highest (unless Lender's Prime Rate or reference rate is the highest rate quoted in which case the next highest Prime Rate shall be applicable) of the Prime Rates as reported in the Key Money Section of the Wall Street Journal on the last business day of the month before the Billing Period in which it is to be applied. The effect of an increase in the Annual Percentage Rate, whether daily or monthly will be an increase in the scheduled minimum monthly payment of the Finance Charge.

**Security.** You hereby mortgage and warrant to Lender the following described real estate or, if located in the County of COOK State of Illinois subject only to prior encumbrances, restrictions of record and to the lien of this Mortgage (insert legal description):

Lots 1 and 12 in Block 3 in LINCOLN AVENUE GARDENS, being a subdivision of part of the North Half of the South West Quarter of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The property has an address of 6736 N. Avers Avenue, Lincolnwood, Illinois 60645  
PIN# 10-35-302-055, Volume 130.

and together with all interests described below relating to the real estate (or the leasehold estate in this Mortgage) is referred to in this Mortgage as the "Property"

You also mortgage to Lender the following interest relating to the Property described above: (a) all buildings and other structures and improvements of whatever kind located on the Property; (b) all rights that you have in or claim against the real estate; (c) all rights that you have in or claim against the real estate, including but not limited to profits, water, water rights, and water stock which have in or claim against the Property; (d) all rights, claims, royalties, or profits from the Property including condemnation proceeds and proceeds of insurance relating to the Property; (e) all claims, now existing or hereafter acquired on the Property, including, but not limited to, replacements and substitutions of such fixtures.

**Representations and Warranties.** You represent and warrant to Lender its successors and assigns that (a) it may hold the Property free from all claims except for those shown as "Exceptions" in the title insurance policy relating to the Property for you own the Property free of any outstanding charges other than shown as "Exceptions" in the title insurance policy; (b) you have the right to mortgage Property to Lender.

**You agree to defend your Property** against the claims of persons that you have obligations in the Property mortgaged to Lender, and that you will indemnify and hold Lender harmless from any loss or claims arising from a breach of the above representations and warranties. You agree not to take or permit any action to subdivide or partition the Property or to change the condition of title.

**Promises and Agreements.** You agree with Lender as follows:  
1. **Agreement together with all other charges imposed under the Agreement.** You shall promptly pay or cause to be paid, as and when required by the Agreement, the principal and interest due under the Agreement together with all other charges imposed under the Agreement.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied by Lender first to payments required from you to Lender under the Mortgage, then to any sums advanced by Lender to protect the security of this Mortgage, then to interest payable on the Agreement, then to other charges payable under the Agreement and then to the principal payable under the Agreement.

3. **Prior Encumbrances; Liens.** You shall perform all of your obligations under any mortgage deed of trust or other security agreement (collectively "Prior Encumbrances") with a lien which has priority over this Mortgage, including your obligation to make payments when due. Any act or omission of yours which, with the giving of notice at the passage of time, would constitute a default under a Prior Encumbrance, or under any ground lease to which this Mortgage is subordinate, shall be a default under this Mortgage. You shall promptly deliver to Lender, all notices you receive of any defaults or events of default under any Prior Encumbrance or ground lease.

4. **Taxes and Assessments; Rents.** You shall pay or cause to be paid when due all general and special taxes and assessments and water, sewer and other charges, fines and impositions attributable to the Property which may attach prior to or after the date of this Mortgage, and local and state payments of ground rents, if any, and all other sums due under any said ground lease. You shall provide evidence satisfactory to Lender of said payments promptly after the respective due dates thereof. You shall pay in full, under protest in the manner provided by Statute, any tax or assessment levied on the Property, and any other taxes and assessments, including but not limited to, ground rents, if any, and all other sums due under any said ground lease.

5. **Hazards and Insurance.** You shall keep the Property in good repair and shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require, including but not limited to, insurance against flood damage in amounts sufficient to pay either the cost of replacing the Property in full or to pay in full the indebtedness secured hereby together with the amount of indebtedness secured by any Prior Encumbrances.

The insurance carriers providing said insurance shall be selected by you, subject to Lender's approval, which shall not be unreasonably withheld. All policies and renewals thereof shall be in form acceptable to Lender. You shall include a standard mortgage clause with loss payable to Lender in form otherwise acceptable to Lender, and further shall provide for thirty (30) days written notice to Lender prior to cancellation of policies and renewals, stamped "Paid," shall be delivered to Lender no later than ten (10) banking days before expiration of any said policies. You shall give prompt notice of any loss or damage to the insurance carrier(s) and to Lender. Lender may make proof of loss if not made promptly by you.

If the Property is abandoned by you or if you fail 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 effect and apply the insurance proceeds, at Lender's sole option and discretion, either to restoration or repair of the Property or to the sums secured by this Mortgage. You hereby direct any insurance companies to pay directly to Lender, as its interest may appear. Any proceeds in the event of any loss or damage.

6. **Use, Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** You shall keep the Property in good repair and shall not commit waste or permit any work or deterioration of the Property. You shall promptly restore or rebuild any buildings or improvements, any now or hereafter on the Property which may become damaged or destroyed. You shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, and shall make no material alterations in said Property except as required by law or municipal ordinance, or otherwise without the prior written consent of Lender. If this Mortgage is on a unit in a condominium or a planned unit development, you shall perform all of your obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and "constitution documents." If this Mortgage is on a leasehold, you shall perform or cause to be performed all obligations of lessee under said lease.

7. **Protection of Lender's Security.** If you are ever notified by Lender, at Lender's option, upon notice to you, may make such title searches, disburse such amounts, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest, including but not limited to making repairs, full or partial payment or discharge of Prior Encumbrances, payment, settling or discharge of tax liens, payment of ground rents (if any), and procurement of insurance. Lender, in making said authorized payments of taxes and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon at the rate then applicable under the Agreement, shall become additional indebtedness secured by this Mortgage. Unless you and Lender agree in writing on the terms of payment, such amounts shall be payable upon notice from Lender to you requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of any provision in this Paragraph 7.

If Lender required private mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with your and Lender's written agreement or applicable law.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give you notice prior to any such inspections.

9. **Condemnation.** Subject to the terms of any Prior Encumbrance, 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. Lender is authorized to collect the proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage.

10. **Continuation of our Obligation; Forbearance by Lender Not a Waiver; Remedies Cumulative.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to you or any of your successors in interest shall not operate to release, in any manner, your liability. Lender shall not be required to commence proceedings against you or your successors or to extend time for payment or otherwise modify your obligation to pay the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Any forbearance by Lender of any right of remedy hereunder, or otherwise afforded by applicable law, shall not constitute a waiver of Lender's right to enforce any such right of remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph 7 hereof, including but not limited to the procurement of insurance, the payment of taxes or other liens, rents or charges, or the making of repairs, shall not be a waiver of Lender's right to enforce the maturity of the indebtedness secured by this Mortgage. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** Subject to the provisions of Paragraph 16 hereof, the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagor and the Mortgagee. All covenants and agreements herein and several. Each of you who signs this Mortgage, and each of your successors and assigns, by signing the Agreement and this Mortgage, and the covenants and agreements herein, agrees that Lender and any other Mortgagee hereunder may agree hereunder, modify, forbear or make any other accommodations with regard to the terms of this Mortgage or the Agreement without your consent and without releasing that Mortgagee or modifying the Mortgage as to that Mortgagee's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, any notices required or given under this Mortgage shall be served by hand delivery or by certified mail, return receipt requested. Notices shall be served upon you at the Property Address and upon Lender at Lender's address stated herein. Notices shall be deemed to have been served and effective on the date of delivery, if hand delivered, or 3 days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are sent by notice as provided herein.

13. **Governing Law; Severability.** The state and local laws applicable to this 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 Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to the extent the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to this end not prohibited by applicable law or limited herein.

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14 **Your Copy.** You shall be furnished a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

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

16 **Transfer of the Property or of a Beneficial Interest in Mortgage.** It shall be an immediate default hereunder if, without the prior written consent of Lender, which consent shall be granted or withheld at Lender's sole discretion, you shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation (collectively "Transfer") of the Property or any part thereof or interest therein for all or a portion of the beneficial interest of Mortgagee is Transferred, where Mortgagee is not a natural person. In the event of such default, Lender may declare the entire unpaid balance, including interest, immediately due and payable, provided, however, the foregoing provisions of this Paragraph 16 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

17 **Remedies; Entire Agreement Due.** In the event of a default under the Agreement or your default under the Mortgage, Lender may, at its option upon expiration of any relevant cure period, declare the entire amount secured by this Mortgage immediately due and payable without further demand and may commence judicial proceedings to foreclose this Mortgage. Lender may also exercise all remedies available under the Agreement including, without limitation, to maintain or prosecute all proceedings to which Lender shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including, without limitation, reasonable attorney's fees, costs of documentary evidence, abstracts and title reports all of which shall become additional indebtedness secured by this Mortgage.

18 **Revolving Loan.** This Mortgage secures all Loans made and indebtedness outstanding under the Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness secured by this Mortgage shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Agreement, to the extent of the Credit Advances shown in the Agreement and on the reverse side hereof, plus all other amounts owing under the Agreement and/or secured by or which may be secured by this Mortgage.

19 **Conversion to Installment Loan.** Lender has the right under the Agreement regardless of whether there is an event of default, to cancel the right to future advances and to require accelerated repayment of all amounts outstanding under the Agreement plus entire accrued Finance Charges and other Charges (including amount outstanding) if (i) Lender determines that you do not meet the then existing credit standards for Equity Line customers, or (ii) if a law, regulation or interpretation becomes effective subsequent to this Agreement that in Lender's opinion unfavorably affects its ability to administer the Agreement in the manner originally contemplated. In this event Lender may convert the entire amount outstanding (including accrued and unpaid Finance Charges and other Charges) to an installment loan in such amount as the variable interest rate set forth in the Agreement and payable in approximately equal monthly installments, the amount and number of which will be determined as necessary to pay the entire amount outstanding in full in equal payments of principal and interest on or before the scheduled Expiration Date as set forth in the Agreement.

20 **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, you hereby assign to Lender the rents of the Property, past due and payable prior to acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, and without further notice to you, 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. Said receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All rents collected by the receiver shall be 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 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.

21 **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage upon your payment of all costs and fees to release same, if any. You shall also pay all costs of recordation, if any.

22 **Homestead Waiver.** By signing below, you waive all rights of Homestead exemption in the Property.

23 **Authority to Sign, if Corporation.** The execution of this Mortgage has been duly authorized by our Board of Directors.

24 **Riders.** The Condominium Rider, attached hereto, if any, is incorporated herein and made a part hereof.

YOU AND LENDER REQUEST THE HOLDER OF ANY PRIOR ENCUMBRANCE OR OTHER ENCUMBRANCE WITH A LIEU 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 SALE OR OTHER FORECLOSURE ACTION.

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss  
I, [Signature] Notary Public in and for said county and state, do hereby certify that [Signature] personally known to me to be the same person(s) whose name(s) [Signature] subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that [Signature] signed and delivered the said instrument as [Signature] free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this [Signature] day of [Signature] 19[Signature]  
My Commission expires [Signature] Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss  
I, [Signature] a Notary Public in and for said county and state, do hereby certify that [Signature] personally known to me to be the same person(s) whose name(s) [Signature] subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that [Signature] signed and delivered the said instrument as [Signature] free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this [Signature] day of [Signature] 19[Signature]  
My Commission expires [Signature] Notary Public

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