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Recording Requested by and
When Recorded Return to:
Shearson/American Express
Mortgage Corporation

19000 MacArthur Blvd.

P.O. Box 2840

Newport Beach, CA 92658-9005

Attention: KEY CLIENT 8th Floor

Space Above for Recorder's Use

Title Order No: C9688

Loan No. 843066-7

1ST AMERICAN TITLE order # C9688

MORTGAGE

THIS MORTGAGE is made this 7TH day of MARCH, 19 86, by and between JANET S. ACUFF, married to William S. Acuff who resides at 1441 Little Moose Lane, Northbrook, Illinois 60062

(hereinafter, whether one or more, referred to as the "Mortgagor"), and Shearson/American Express Mortgage Corporation ("Shearson Mortgage"), a corporation organized and existing under the laws of the State of Delaware, whose address is 1201 E. Highland Avenue, San Bernardino, California 92404, as Mortgagee hereunder.

1. The Agreement. Mortgagor and Shearson Mortgage have entered into a "Shearson Key Client Credit Account Agreement" of even date herewith, as now existing or hereafter amended, renewed or extended (the "Agreement"), pursuant to which Shearson Mortgage has established for Borrower's benefit (as the term "Borrower" is defined below) a credit account with Shearson Mortgage (the "Credit Account"). The obligations of the Borrower under the Agreement are secured by this Mortgage, and the Agreement contains provisions regarding, among other things, advances, the revolving nature of credit, use of proceeds, promise to pay, payment of a balloon payment, maintenance of certain equity in Securities Account, maximum amounts of credit outstanding, loan advance procedures, the variable interest rate and other finance charges. The Agreement is incorporated herein by this reference and is made a part of this Mortgage. The terms of the Agreement and any other agreement between the parties are expressly incorporated into each other and this Mortgage as though fully set forth therein and herein. All capitalized terms contained in this Mortgage, unless otherwise specifically defined, have the same meaning as in the Agreement.

2. Security. In consideration of Shearson Mortgage extending credit pursuant to the Agreement, and the funding thereof, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Mortgagor irrevocably grants and conveys to Shearson Mortgage, its successors and assigns the following described property located in the County of COOK State of Illinois:

LOT 7 INBLOCK 5, IN WHITE PLAINS UNIT 8, BEING A SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 04-08-303-015 *[Signature]*

which has a property address of:

1441 LITTLE MOOSE LANE
NORTHBROOK, ILLINOIS 60062
(City) (State and Zip Code)

TOGETHER with all improvements now or hereafter erected on such property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given under this Mortgage to Shearson Mortgage to collect and apply such rents), issues, profits, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to such 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 such property (or the leasehold estate, if this Mortgage is on a leasehold) are referred to in this Mortgage as the "Property";

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Notary Public in and for said State
My Commission expires on _____

WITNESS my hand and official seal.

executed the same as their free and voluntary act.

known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name _____

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in
and for said State, personally appeared _____

STATE OF _____
COUNTY OF _____

Signed By: _____

Highland Avenue, San Bernardino, CA 92404.
_____ is named as Beneficiary be mailed to Shearson/American Express Mortgage Corporation, at 1201 E.

as Mortgagee, in which _____

County, _____
executed by _____

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Mortgage recorded
in Book _____, Page _____, Official Records of _____

My Commission Expires 7/29/86

WITNESS my hand and official seal.

that _____ they executed the same

known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name _____

On this _____ day of _____, 19____, before me, the undersigned,
a Notary Public in and for said State, personally appeared _____, Janet S. Acuff,
and William S. Acuff, husband and wife.

STATE OF ILLINOIS
COUNTY OF COOK

(Mortgagee) William S. Acuff Not as a Co-Borrower,
But for the purpose of releasing Homestead Rights

(Mortgagee) Janet S. Acuff

(Mortgagee) Janet S. Acuff

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage.

21. Statement of Obligation. Shearson Mortgage may collect a fee of the greater of \$50 or such other maximum amount as from time
to time may be allowed by law for furnishing any statement of obligation, beneficiary's statement or similar document.
22. Default on Senior Mortgage. Mortgagee agrees to comply with all the terms and conditions of any Mortgage ("Senior Mortgage")
prior and senior to the lien of this Mortgage. If Mortgagee defaults under any Senior Mortgage, Mortgagee's default shall constitute a default
under this Mortgage and shall entitle Shearson Mortgage, at its option, to exercise any and all rights and remedies it has in the event of a default
under this Mortgage. In the event of a default on any Senior Mortgage, Shearson Mortgage may, at its option, pay on Mortgagee's account any
sums required to cure the default, foreclose on the Property either concurrently with the Senior Mortgage or, upon cure of default, on this
Mortgage. Any sums advanced by Shearson Mortgage to cure Mortgagee's default on the Senior Mortgage shall be paid to Shearson Mortgage on
demand, shall bear interest at the rates from time to time payable under the Agreement and shall be secured by this Mortgage.

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Unless Shearson Mortgage has otherwise agreed with Mortgagor in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment (including the final payment due on the Maturity Date) owing under the Agreement or change in the amount of any such payments.

10. **Extension Not a Release.** If Shearson Mortgage grants an extension of the time for payment of the sums secured by this Mortgage to anyone who is Mortgagor's successor in interest, the extension shall not operate to release, in any manner, Mortgagor's liability or the liability of Mortgagor's successor in interest. Shearson Mortgage shall not be required to (a) commence proceedings against such successor or (b) refuse to extend time for payment of the sums secured by this Mortgage by reason of any demand made by Mortgagor or Mortgagor's successors in interest.

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

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

13. **Successors and Assigns Bound; Captions.** The agreements contained in this Mortgage shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Shearson Mortgage and Mortgagor; subject to the provisions of Paragraph 16. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing the notice by certified mail, return receipt requested, addressed to Mortgagor at the Property address stated above or to such other address as Mortgagor may designate by notice to Shearson Mortgage as provided in this Paragraph, and (b) any notice to Shearson Mortgage shall be given by certified mail, return receipt requested, to Shearson Mortgage's address stated above or to such other address as Shearson Mortgage may designate by notice to Mortgagor as provided in this Paragraph. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Shearson Mortgage when given in the manner designated in this Paragraph.

15. **Governing Law; Severability; Conflicts.** This Mortgage shall be governed by the law of the jurisdiction in which the property is located, provided that this provision shall not limit the applicability of Federal law. In the event that any provision of this Mortgage conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable and separately enforceable. In the event of any conflict between the provisions appearing in other documents executed in connection with the Credit Account described in the Agreement, the terms of the Agreement shall govern.

16. **Transfer of the Property; Acceleration.** If Mortgagor sells, assigns, transfers, alienates, or in any manner conveys, whether by delivery of a deed or the execution of a contract with the delivery of the deed deferred, all or any part of the Property or any interest therein, whether that interest is legal or equitable, or if title to this property is held in an Illinois Land Trust and Mortgagor assigns or in any manner transfers Mortgagor's beneficial interest therein, without the prior, written consent of Shearson Mortgage, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances which are not considered fixtures, (c) a transfer by devise, descent or by operation of law, divorce or death or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, or a transfer to a trust where Mortgagor remains a beneficiary and which does not transfer Mortgagor's right of occupancy. Shearson Mortgage may, at option and with notice as provided herein, declare all the sums secured by this Mortgage to be immediately due and payable. If Mortgagor fails to pay Shearson Mortgage immediately all such sums, Shearson Mortgage may invoke, without further notice or demand, any of the remedies provided for in this Mortgage, the Agreement or otherwise by law.

17. **Acceleration; Remedies.** If any loan advance or any other amount owed to Shearson Mortgage under the Agreement is not paid when due, or if Borrower breaches any other provision of the Agreement, or if Mortgagor fails to pay any sum, with interest thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage or if Mortgagor fails to perform any of Mortgagor's obligations or otherwise breaches any provision of this Mortgage, Shearson Mortgage may, at its option and without notice, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and Shearson Mortgage may invoke the power of sale, if permitted by local law, and any other remedies permitted by applicable law. Shearson Mortgage shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph, including, but not limited to court costs and reasonable attorneys' fees.

If Shearson Mortgage invokes the power of sale, Shearson Mortgage shall execute a written notice of the occurrence of an event of default and of Shearson Mortgage's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Shearson Mortgage shall mail copies of such notice in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. Shearson Mortgage shall give public notice of sale to the persons and in the manner prescribed by applicable law to Mortgagor and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Shearson Mortgage, without demand on Mortgagor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Shearson Mortgage may determine. Shearson Mortgage may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Shearson Mortgage or its designee may purchase the Property at any sale.

Shearson Mortgage shall deliver to the purchaser Shearson Mortgage's deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in Shearson Mortgage's deed shall be prima facie evidence of the truth of the statements made therein. Shearson Mortgage shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage, and (c) the excess, if any, to the person or persons legally entitled thereto.

To the extent permitted by law, Mortgagor agrees to waive all homestead rights and, in the event that the Property is in an existing Illinois Land Trust or that the loan or loans made pursuant to the Credit Account are classified as a business loan or loans, Mortgagor agrees to waive all rights of redemption.

18. **Assignment of Rents; Appointment of Receiver; Shearson Mortgage in Possession.** As additional security hereunder, Mortgagor hereby assigns to Shearson Mortgage the rents of the Property, provided that Mortgagor shall, prior to an acceleration of the sums secured by this Mortgage or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon an acceleration of the sums secured by this Mortgage or abandonment of the Property, Shearson Mortgage, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Shearson Mortgage or 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. Shearson Mortgage and the receiver shall be liable to account only for those rents actually received.

19. **Reconveyance.** Upon payment of all sums secured by this Mortgage, Shearson Mortgage shall execute and deliver to Mortgagor an instrument in recordable form evidencing the satisfaction of this Mortgage. Mortgagor shall pay all costs and expenses incurred in connection with the preparation and recording of such instrument.

20. **Requests for Notices.** Mortgagor requests that copies of any notice of default and sale be sent to Mortgagor's residence address or Mortgagor's address shown above.

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secured by this Mortgage.

II Mortgagee abandons the Property or if Shearson Mortgage gives Mortgagee notice that the condempnor offers to make an award or settle the damages, Mortgagee fails to respond to Shearson Mortgage within thirty (30) days after the date such notice is mailed, Shearson Mortgage is authorized to collect and apply the proceeds as its own, either to restoration or repair of the Property or to the sums secured by this Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagee. In the event of a partial taking of the Property, unless Shearson Mortgage has otherwise agreed with Mortgagee in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage bears to the total market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagee.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conversion in lieu of condemnation, are hereby assigned and shall be paid to Shearson Mortgage.

8. **Inspection.** Shearson Mortgage may make or cause to be made reasonable entries upon and inspections of the Property, provided that Shearson Mortgage shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Shearson Mortgage's interest in the Property.

Any amount disbursed by Shearson Mortgage pursuant to this Paragraph, with interest thereon, shall become additional indebtedness secured by this Mortgage. Unless Shearson Mortgage agrees with Mortgagee on other terms of payment, such amount shall be payable upon notice from Shearson Mortgage to Mortgagee requesting payment thereof, and shall bear interest from the date of its payment at the rate from time to time payable under the Agreement, unless payment of interest at such rate(s) would be contrary to applicable law, in which event such amount shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph shall require Shearson Mortgage to incur any expense or take any action hereunder.

7. **Protection of Security.** If Mortgagee fails to perform any of Mortgagee's obligations contained in this Mortgage, or if any action or proceeding is commenced which materially affects Shearson Mortgage's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, the Shearson Mortgage may, at its option, not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Mortgagee further agrees to reimburse Shearson Mortgage should it obtain title endorsements or similar guarantees to maintain its lien priority on the Property.

6. **Preservation; Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagee agrees that Mortgagee will keep the Property in good repair and will not commit waste or permit in payment or deterioration of the Property and will 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, Mortgagee will perform all of Mortgagee's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and Mortgagee will perform all of Mortgagee's obligations under the declaration or covenants creating or governing the condominium.

Unless Shearson Mortgage otherwise agrees with Mortgagee in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment (including the final payment due on the Maturity Date) owing under the Agreement or change the amount of any such payments. If, under Paragraph 17 Shearson Mortgage acquires the Property, all of Mortgagee's right, title and interest in and to any insurance policies and in and to the proceeds of those policies resulting from damage to the Property prior to the sale or acquisition shall pass to Shearson Mortgage to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Unless Shearson Mortgage otherwise agrees with Mortgagee in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided that the restoration or repair costs no more than 50 percent of the appraised value of the Property and would not impair the security of this Mortgage. If restoration or repair would cost more than 50 percent of the appraised value of the Property or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagee. If Mortgagee abandons the Property, or if Mortgagee fails to respond to Shearson Mortgage within thirty (30) days from the date Shearson Mortgage mails the notice to Mortgagee that the insurance carrier has offered to settle a claim for insurance benefits, Mortgagee shall authorize Shearson Mortgage to collect and apply the insurance proceeds as offered to settle a claim for insurance benefits, Mortgagee shall authorize Shearson Mortgage to collect and apply the insurance proceeds as offered to settle a claim for insurance benefits, Mortgagee shall authorize Shearson Mortgage to collect and apply the insurance proceeds as offered to settle a claim for insurance benefits, Mortgagee shall authorize Shearson Mortgage to collect and apply the insurance proceeds as offered to settle a claim for insurance benefits.

Mortgagee may make proof of loss if not made promptly by Mortgagee. In the event of loss, Mortgagee will notify the insurance carrier and Shearson Mortgage within thirty (30) days of such loss. Shearson mortgage clause in favor of and in form acceptable to Shearson Mortgage. Shearson Mortgage shall have the right to hold the policies and policy renewals, and Mortgagee will promptly furnish Shearson Mortgage with all renewal notices and all receipts of premiums paid. All insurance policies and policy renewals shall be in form acceptable to Shearson Mortgage and shall include a standard mortgage carrier.

Mortgagee may obtain the insurance from the insurance carrier of Mortgagee's choice, subject to Shearson Mortgage's approval. Shearson Mortgage's approval will not be unreasonably withheld. All premiums on insurance policies shall be paid directly to the insurance carrier.

5. **Hazard Insurance.** Mortgagee will keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards that Shearson Mortgage may require and in the amount of such coverage required that amount of coverage required to pay the total of (a) the maximum credit available under the Agreement and (b) the aggregate unpaid balance(s) of all the debt(s) of trust and other liens identified in Exhibit "B," hereinafter.

4. **Ownership of the Property.** Mortgagee warrants and represents that Mortgagee lawfully owns the Property and has the right to grant and convey the Property under this Mortgage; that except as set forth in Exhibit "B," hereinafter, the Property is unencumbered; and that Mortgagee will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in Exhibit "B," attached hereto.

3. **Charges; Liens.** Mortgagee will pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may or may not attain a priority over this Mortgage, as well as all leasehold payments or ground rents, if any, attributable to the Property and the Mortgagee will promptly furnish Shearson Mortgage with receipts of those payments. Mortgagee will promptly discharge any lien other than the lien of any Mortgagee senior to this Mortgage (that is (are) identified on Exhibit "B," hereinafter, which Exhibit "B" is incorporated herein by this reference and made a part of this Mortgage); provided, that Mortgagee will not be required to discharge any such lien so long as Mortgagee agrees in writing to the payment of the obligation secured by such lien in a manner acceptable to Shearson Mortgage, or will 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 forfeiture of the Property or any part thereof.

Agreement, in accordance with the terms thereof; (b) the performance by Borrower of all of Borrower's other obligations under the Mortgage; and (d) the performance by Mortgagee of all of Mortgagee's obligations contained in this Mortgage.

TO SECURE to Shearson Mortgage (a) the repayment of all loan advances and all other amounts owed to Shearson Mortgage under the Agreement, which Agreement provides for the making of certain loan advances by Shearson Mortgage to

(collectively, the "Borrower") in an amount not at any time exceeding \$45,000.00

TABLER S. ACTIE

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EXHIBIT B (Prior Encumbrances and Other Liens)

A MORTGAGE DATED AUGUST 11, 1980 AND RECORDED AUGUST 15, 1980 AS DOCUMENT NO. 25549677 IN THE AMOUNT OF \$80,000.00 MADE BY WILLIAM S. ACUFF, III AND JANET S. ACUFF, HIS WIFE TO NORTH WEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO AND THE TERMS AND CONDITIONS THEREOF.

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03/08/2018