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UnibancTrust

233 South Wacker Drive
Sears Tower
Chicago, Illinois 60606

HOME EQUITY LOAN POWER (HELP) REVOLVING CREDIT MORTGAGE

THIS MORTGAGE is dated as of April 1, 1986 and is between Lenwood S. McClellon and Norma A. McClellon, his wife, as joint tenants ("Mortgagor") and UnibancTrust Company, 233 South Wacker Drive, Chicago, Illinois ("Mortgagee").

WITNESSETH

Mortgagor has executed a Home Equity Loan Power (HELP) Revolving Credit Note, dated of even date herewith and payable to the order of the Mortgagee (the "Note"), in the principal amount of Thirty Thousand and no/100 Dollars (\$ 30,000.00) (the "Credit Limit"). Interest on the Note shall be calculated and payable as provided therein. The entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. The Note and this Mortgage are made pursuant to a certain Home Equity Loan Power (HELP) Agreement and Federal Truth in Lending (Disclosures), dated of even date herewith (the "Loan Agreement"), between Mortgagor and Mortgagee.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note and the Loan Agreement, Mortgagor does by these covenants CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook and State of Illinois, legally described as follows: lot 17 in first addition to Frank Jerutis subdivision of the west 84 feet

of the south 100 feet of lot 9 in Frank Jerutis subdivision of part of lot 12 in James F. Stepin's subdivision and the west 70.94 feet (except the west 400 feet thereof) of the south 100 feet of said lot 12 in James F. Stepin's subdivision of the west 1/2 of the north east 1/4 of section 8, Township 38 north, range 12 east of the third principal meridian (except the east one millionth thereof) all in Cook County, Illinois.

Property Index No: 18-08-211-013-0000
Property Address: 825 Brighton Lane
La Grange, IL 60525

11.00

which is related to heretofore as the "Premises," together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, apparatus, machinery and equipment, including, without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally contained) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rights, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent for security, under any and all present or future leases of the Premises, together with the right, but not the obligation, to collect, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee may collect, receive and enjoy such avails.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 94.5. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. All advances hereunder shall have the same priority. Mortgagor does hereby expressly waive and release all rights and benefits under and benefit of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagee does hereby agree as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings, property, improvements, now or hereafter on the Premises, which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage and that certain mortgage dated December 5, 1973

recorded as instrument no. 24766999 in favor of Sears Bank & Trust Company which secures a note in the amount of \$ 78,000.00

keep the Premises free from any encumbrances, security interests, liens or claims for lien, and pay when due any indebtedness, which may be secured by a lien or charge on the Premises, and upon request produce satisfactory evidence of the discharge of such lien or charge by Mortgagee; (c) comply within a reasonable time after existing or buildings now or at any time in process of construction upon the Premises; (d) comply with all requirements of all laws or municipal ordinances with respect to the Premises, and the use of the Premises; (e) give no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; and (f) obtain from Mortgagee an acknowledgment of the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments and charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or continuation of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from governmental proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee, and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and legal fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Mortgagee hereunder or under the Loan Agreement shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagor shall maintain, with respect to the Premises and all buildings and improvements now or hereafter situated on the Premises, property damage insurance which shall cover, without limitation, loss of damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. If the Premises is located in a flood-prone area, Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises, which amount shall in no event be less than the sum of the principal amount of the Note and the principal amount of all prior notes secured in whole or in part by the Premises. Mortgagor shall also obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. Any request shall be issued by Mortgagee satisfactory to Mortgagee and Mortgagor shall deliver same to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, or loss and substance satisfactory to Mortgagee. In the event that Mortgagor fails to provide any such required insurance or if such insurance is not acceptable to Mortgagee, Mortgagee may obtain such insurance and the cost thereof shall be paid by Mortgagee as provided in the Loan Agreement. In case of insurance about to expire, Mortgagee shall deliver to Mortgagee renewal policies not less than 30 days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

7. Upon Default by Mortgagor hereunder, Mortgagee may, but is not required to, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but is not required to, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including legal fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the past maturity rate set forth in the Note. Inaction of Mortgagee shall under no circumstances be construed a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the Mortgagor.

8. If Mortgagee makes any payment or performs any act authorized by this Mortgage resulting in taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without being bound by the amount or validity of such bill, statement or estimate or by the terms, conditions or any other matter stated in the assessment, sale, forfeiture, lien or claim of any of the foregoing.

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9. Upon a Default, at the sole option of Mortgagee, the Note and/or any other liabilities shall become immediately due and payable and Mortgagee may exercise any rights or remedies it may have at law or equity. Upon a Default, Mortgagee shall pay all expenses of Mortgagee, including legal fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and the costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage shall mean written notice has been given to Mortgagee by Mortgagee that any one or more of the following events, conditions or acts have occurred: (i) Mortgagee fails to make payment of any amount due hereunder, under the Loan Agreement or under the Note within

90 days of the due date of such amount; (ii) Mortgagee fails or neglects to comply with or to perform any term, obligation or agreement in this Mortgage, the Note, the Loan Agreement, or any other document relating thereto; (iii) any application of statement filed in the Bank by Mortgagee is found to be materially false or incorrect; (iv) the death or insolvency of Mortgagee (howsoever expressed or indicated) or the inability of Mortgagee to pay any of its and/or their respective debts as they mature; (v) the filing of a petition in bankruptcy or for the adjustment of debt, of, by or against Mortgagee; (vi) if all or any part of the Premises or any interest in it is sold, leased, transferred, or further encumbered or a transfer of occupancy or possession occurs, or contract to sell or transfer the Premises or any part thereof is entered into, or a sale or transfer of ownership of any beneficial interest in a land trust which holds title to the Premises occurs, in each case without the Mortgagee's prior written consent; (vii) any judgment, attachment, lien, execution or levy against Mortgagee or against Premises in any amount which is not promptly paid, discharged, released, bonded or otherwise fully satisfied; (viii) the enactment or expiration of any applicable law which has the effect of rendering unenforceable any provision of this Mortgage, the Note, the Loan Agreement or any other instrument, document, agreement or other writing relating thereto; or (ix) a Default under any prior mortgage on the Premises. Without limitation of the foregoing, a Default under the Note or the Loan Agreement shall constitute Default under this Mortgage.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee of an encumbrance of any kind, or a conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of the Mortgagee.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagee or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note, the Loan Agreement or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with legal fees resulting from a Default by the Mortgagee and relating to the Mortgagee's rights, remedies and security interests hereunder, including joining the Mortgagee or drafting any documents for the Mortgagee arising or resulting from any Default by the Mortgagee. Notwithstanding any other provisions of this Mortgage, the Note, or the Loan Agreement, the liabilities secured by this Mortgage shall not exceed an amount equal to 200% of the principal amount of the Note, plus interest thereon and any other charges provided for in the Loan Agreement relating to the maintenance of the revolving line of credit secured hereby, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder or under the Loan Agreement, and legal fees, costs and expenses relating to the enforcement of the Note, the Loan Agreement and this Mortgage, plus interest as provided herein.

12. When the liabilities shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for legal fees, appraisers' fees, surveys for documentary and other evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title at Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; and (b) any preparation for the commencement of any suit for the foreclosure of the mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Loan Agreement, the Note, this Mortgage or any instrument which secures the Note after Default, whether or not actually commenced, or (c) any preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

13. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the receiver and without regard to the then value of the Premises or whether or not the Premises shall be then occupied as a homestead. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the liabilities or secured by any judgment foreclosing this Mortgage or any tax, special assessment or other lien or encumbrance which may be of become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the Note in case of a foreclosure sale and deficiency.

14. No action for the enforcement of the lien of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party asserting the same in an action at law upon the Note.

15. Mortgagee shall have the right to inspect the Premises at all reasonable times, and access thereto shall be permitted for that purpose.

16. Upon payment of all sums secured by this Mortgage, Mortgagee shall release his Mortgage without charge to Mortgagee. Mortgagee shall pay costs of recordation, if any.

17. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereof, or any part thereof, whether or not such persons or parties shall have executed the Note, the Loan Agreement or this Mortgage. Each Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders.

18. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provision or of the remaining provisions of this Mortgage.

19. Any notice required to be given by Mortgagee or Mortgagee under this Mortgage shall be given as provided in the Note.

Lenwood S. McClellon *[Signature]*
Norma McClellon *[Signature]*

STATE OF ILLINOIS
COUNTY OF Lake
the undersigned
Lenwood S. McClellon and Norma A. McClellon, his wife, as joint tenants
are subscribed to the foregoing instrument, appeared before me this day in person(s) and acknowledged to me that they signed and delivered said instrument as their own, free and voluntary act, for the uses and purposes therein set forth.

COOK COUNTY, ILLINOIS
PUBLIC RECORD

April 15th 1988
Notary Public
Kim B. Anderson
86151181

My Commission Expires Oct. 17 1988 APR 18 AM 11:28

This document prepared by
Joann Lipka
UnibancTrust Company
Sears Tower
Chicago, IL 60606

This document should be returned to
UnibancTrust Company
HELP Department
Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606
Attn: Erma Nelson

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