

# UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 15, 1986, 19\_\_\_\_. The mortgagor is Richard H. Gullicksen and Susan M. Gullicksen, his wife

("Borrower"). This Security Instrument is given to Bank of Glenbrook which is organized and existing under the laws of Illinois and whose address is 205 Wagner Road Northfield, Illinois 60093

("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand & 00/100 Dollars (U.S. \$ 100,000.00).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that Borrower has opened a credit line with Lender obligating Borrower to make monthly payments of interest, with the full debt, if not paid earlier, due and payable on June 15, 1991.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Security Instrument or whether there is any outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

The North 149.17 feet of the South 1028.16 feet (except the West 33 feet) of Lot 31 in County Clerks Division of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Perm Tax ID# 04-24-412-022  
205 Wagner Road Northfield, Illinois 60093

COOK COUNTY, ILLINOIS  
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which has the address of 205 Wagner Road Northfield, Illinois ("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 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 the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Taxes; Insurance; Charges; Liens.** Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; 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 forfeiture of the Property or any part thereof.

3. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", 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.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

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. Lender shall have the right to hold copies of the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance 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 feasible 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 Borrower. If the property is abandoned by Borrower, or 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 option either to restoration or repair of the Property or to the sums secured by this Mortgage.

BOX 169

RE: TITLE AGENCY ORDER # C-15914

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18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

Richard H. Gullickson  
Richard H. Gullickson  
Susan M. Gullickson  
Susan M. Gullickson

STATE OF ILLINOIS )  
COUNTY OF ) SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Richard H. Gullickson personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 15th day of June, 19 86.

Nancy J. Cwey  
Notary Public

My commission expires: 6.12, 19 88.

STATE OF ILLINOIS )  
COUNTY OF ) SS

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Susan M. Gullickson personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth; including the release and waiver of the right of homestead.

Given under my hand and Notarial seal, this 15th day of June, 19 86.

Nancy J. Cwey  
Notary Public

My commission expires: 6.12, 19 88.

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Unless Lender and Borrower otherwise agree in writing, any such application of proceeds of principal shall not extend or postpone the due date of the monthly installment referred to in paragraph 1 hereof and Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

4. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, foreclosure, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law, Borrower shall pay the amount of all mortgage insurance premiums.

6. Any amounts disbursed by Lender pursuant to the paragraph 5 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 5 shall require lender to incur any expense or take any action hereunder.

7. 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 the conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

8. 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 Borrower. In the event of a partial taking of the Property, Lender and Borrower shall agree in writing, the amount of the sums secured by this Mortgage, with the balance of the proceeds paid to Borrower.

9. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation offers to collect and apply the proceeds, at Lender's option, 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, either to restoration or repair of the Property or to the sums secured by this Mortgage.

10. Unless Lender and Borrower otherwise agree in writing any such application of proceeds of principal shall not extend or postpone the due date of the monthly installment referred to in paragraph 1 hereof or change the amount of such installment.

11. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by 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 successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower, or Lender, in assigning any right or remedy hereunder, or otherwise afforded by applicable law. Borrower 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 Lender or Lender may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given in another manner (a) any notice to Borrower provided for in this 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, in the manner designated herein.

12. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this 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 in another manner (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Lender as provided herein, in the manner designated herein.

13. Governing Law; Sovereignty. This Mortgage shall be governed by the law of the jurisdiction in which the Mortgage is made, and the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and Note are declared to be severable.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the note and of this Mortgage at the time of execution or after recordation hereof.

15. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the non-existence of a default or any other defense of Borrower may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial sale of the Property. The notice shall further inform Borrower of the right to reinstatement after acceleration and foreclosure, if the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose upon the Property and collect the rents of the Property 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. Any rents collected by Lender or the receiver shall be applied first to payment of costs of management of the Property and to collect the rents of the Property, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

17. Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property and at any time prior to the expiration of any period of redemption, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16.

18. Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property and at any time prior to the expiration of any period of redemption, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16.