ase Return Attached To:



**DEERFIELD FEDERAL SAVINGS** & LOAN ASSOCIATION 745 Deerfield Road DEERFIELD, ILLINOIS 60015

87428591

[Space Above This Line For Recording Data]

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 27 William J. Gerard and Anne M. Gerard, His Wife, 19 87 The mortgagor is

DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION ("Borrower"). This Security Instrument is given to THE UNITED STATES OF AMERICA which is organized and existing under the laws of , and whose address is

745 Deerfield Road Deer dield, Illinois 60015

("Lender").

Borrower owes Lender the principal sum of one hundred fifty thousand and no/100\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\* Dollars (U.S. \$ 150,000.00 ). This debt is evidenced by Borrower's note

dated the same date as this Security Instrume it ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

July 1, 1992

This Security Instrument paid earlier, due and payable on July 1, 1992 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrow r's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgige, grant and convey to Lender the following described property

County, Illinois: located in

LOT 6 IN BLOCK 1 IN SUNSET RIDGE FARMS UNIT NO. 2, A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL C/ort's Office MERIDIAN, IN COOK COUNTY, ILLINOIS.

01-26-103-006 PERMANENT TAX NO:

which has the address of

6 Old Coach Road

[Street]

South Barrington (City)

Illinois

TEI Title Services #

60010

("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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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 the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

6 (IL)

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		et forth.
free and voluntary act, for the uses and purposes therein	es insmurteni bise odt t	igned and delivered
ore me this day in person, and acknowledged that +he	regoing instrument, appeared bel	ol ann os badrasedus
in to me to be the same person(s) whose natine(s) and	, personally know	
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agrees to the terms and covenants contained in this Security	PELOW Borrows accepts and	BY SIGNING
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of each such rider shall be incorporated into and shall amend and surity Instrument as if the rider(s) were a part of this Security	sins the covenants and agreements of this Ser	this Security Instruction
more riders are executed by Borrower and recorded together with	this Security Instrument. If one or	23. Ridery to
pay any reconstants costs.  But of homestead exemption in the Property.	:harge to Borrower. Borrower shall Homestead, Borrower waives all ri	
d by this Security Instrument, Lender shall release this Security		
to the sums secured by this Security Instrument.		
ed by Lender or the receiver shall be applied first to payment of the rents, including, but not limited to, receiver's fees, premiums on		
possession of and manage the Property and to collect the rents of	shall be entitled to enter upon, take	appointed receiver) s
der paragraph 19 or abandonment of the Property and at any time flowing judicial sale, Lender (in person, by agent or by judicially		
f title evidence.	asonable attorneys' fees and costs o	but not limited to, re
may foreclose this Security Instrument by judicial proceeding, in pursuing the remedies provided in this paragraph 19, including,	ment without inthet demand and led to collect all expenses incurred	unsent ymasse end Lender shail be entit
on may require immediate payment in full of all sums secured by	ified in the notice, Lender at its op-	before the date speci
r to acceleration and foreclosure. If the default is not cured on or	it or any other defense of Borrowe	luatence of a defaul
licial proceeding and sale of the Property. The notice shall further stion and the right to assert in the foreclosure proceeding the non-	rity instrument, foreclosure by jud the right to reinstate after accolor:	secured by this Secu- inform Rossons
date specified in the notice may result in acceleration of the sums	o cure the default on or before the	t stulial tant (b) bna

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 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;

NOW-UNIFORM COVENAUTS. Bortower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 actle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not overnte to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amorization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's recessors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercine of any right or remedy.

11. Successors and Assigns Bourd; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the crims of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (a) grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interist or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (2) o ty such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any su as already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the sires specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument stall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security programment or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instriment and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower

18, Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect If Borrower fails to perform the Protection of Lender's Rights in the Property; Mortgage Insurance,

fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leascholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sunts secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the proup of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Let der that the insurance carrier has offered to settle a claim, then Lender may userly proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due the 30-day period will begin applied to the sums secured by this Security Instrument, whether or not then sue with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be historied, the insurance proceeds shall be carrier and Lender. Lender may make proof of loss if not made prometly by Borrower.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible at a Lender's security is not lessented. If the

all receipts of paid premiums and renewal notices. In the event of toss, Porrower shall give prompt notice to the insurance All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Let der requires, Borrower shall promptly give to Lender

5. Hazard Insurance. Borrower shill ke p the improvements now existing or hereafter erected on the Property insurance against loss by fire, hazards included which the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintain, a in the amounts and for the periods that Lender requires. The requires carrier providing the insurance shall be closen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be closen.

of the giving of notice.

the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shaif attify the lien or take one or more of the actions set forth above within 10 days agreement satisfactory to Lender such direction to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against inforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lin of of forteiture of any part of the Property; or (c) secures from the holder of the lien an Borrower shall from ally discharge any lien which has priority over this Security Instrument unless Borrower: (8)

to be paid under the payment the payments directly, Borrower shall promptly furnish to Lender for Lender feecipts evidencing the payments.

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, 4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Note, third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under po rager pas 1 and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the

apylication as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

amount necessary to make up the deficiency in one or more payments as required by Lender.

amonnt of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excees shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the Funds was made. requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the the principal of and interest on the debt evidenced by the Vote and any prepayment and late charges due under the Vote.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of. (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly haven distributing; and (d) yearly leasehold payments or ground tents on the Property, if any; (c) yearly haven insured premiums; and (d) yearly mortifacts in the Area is a sum of the Funds of

3. Payment of Principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due

UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

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EQUITY LOAN MORTGAGE RIDER (Adjustable Rate and Payment) (Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 27th day of July , 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

6 Old Coach Road South Barrington, Illinois 60010
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE FIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

Additional Convenants. In addition to the convenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE, MONTHL! PAYMENT CHANGES AND BILLING NOTICES

Sections 2.,3. and 4. of the Equity Note provide for changes in the interest rate and the monthly pryments and for billing notices, as follows:

#### 2. INTEREST

A) Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any month beginning on August 1, 1987 and on the first day of every month thereafter.

1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as polished in the Money Rates section of the Midwest Edition of the Wall Street Journal on the 15th day of each preceding month. If more than one Prime Rate is listed on the day, the Index in effect for borrower's EQUILINE for the next month will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note holder will give the borrower notice of its choice.

2) Setting the Interest Rate

The interest rate ("Annual Percentage Rate") on the principal sum of the borrower's EQUILINE from time to time outstanding will be computed and will vary based on the average daily balance during the billing cycle in which borrower has an outstanding balance as well as fluctuating with the Index. "The Average Daily Balance" is determined by taking the principal sum outstanding at the beginning of each day, adding any new advances, subtracting any payments or credits, summing the total thus derived for the number of days in the billing cycle, and dividing that grand total by the number of days in the billing cycle for that month.

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For an Average Daily Balance under \$25,000.00, the Annual Percentage Rate for the month on the principal sum shall be the Index rate plus two percent (2.0%). For an Average Daily Balance of \$25,000.00 or more, the Annual percentage Rate for the month on the principal sum shall be the Index rate plus one percent (1.0%).

#### B) Interest Calculation

Interest will be charged beginning on the date of each advance of principal and continue until the full amount of principal has been repaid. Interest for a monthly billing cycle shall be calculated by multiplying the Average Daily Balance during the billing cycle by the number of days in the billing cycle and then by the Annual Percentage Rate expressed as a decimal and divided by 365.

The Annual Percentage Rate may change monthly as changes take place in the index and the principal sum due on the octe. There is no maximum limit on changes in the Annual Percentage Rate at any change date except that no interest at more than the maximum rate allowed by law at any time will be charged.

### 3. PAYMENTS

Monthly payment shall be due on the first day of each month beginning the first of the month following the first advance under this Note. The Payment Amount Due each month 111 be:

XX 1.25% of the outstanding principal balance or interest due, whichever is greater.

Interest only monthly on the outstanding principal balance.

In no event, however, will the Payment Amount Due be less than \$25.00 (unless the outstanding principal plus interest accrued and unpaid is less than that amount). The payment amount method may be changed only with written consent of the Note Holder.

Advances under this Note will increase the payment and prepayments will reduce the payment unless offset by changes in the increase rate. The interest rate on this Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless off at by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse borrover's subsequent failure to pay principal or interest as it becomes in the

#### 4. BILLING NOTICES

Each month that there is an outstanding principal balance borrower will receive a billing which will show the outstanding principal balance carried forward from the last billing date, the date and amount of additional advance(s) of principal or payment(s) since the last billing date and the amount of interest accrued since the last billing date, the Annual Percentage Rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the Note Holder may choose to disclose.

### B. ADDITIONAL NON-UNIFORM COVENANTS

24. Additional Insurance. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

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- 25. Release Fee. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon cancellation of the line of credit and payment to the terms hereof and the payment of its reasonable release fee.
- obligators under a note secured by a mortgage, in the original sum of \$75,000.00 DOLLARS, dated Aug 2, 1974 and recorded in the Recorder's Office of Cook County, Illinois, as Document No. 22814079 and hereby specifically agree that when and if they permit said note or mortgage to become in default under any of their terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of 17.
- 27. Deferral of Tax and Insurance Escrows. This mortgage provides for payments to be made for tax and insurance escrows. As long as the mortgage referred to in paragraph 26 is outstanding and all taxes and insurance premiums are paid the escrow provisions in this mortgage will not be enforced. Moreover, should said previous mortgage be repaid, the Borrower will book making escrow payments in accordance with this mortgage.
- 28. Default. In the event of any default under the terms of the Mortgage, the Equity Loan Mortgage Rider or the Equity Loan Note, Lender will notify Borrower, in witing, pursuant to Paragraphs 13, 17 and 19 of the Mortgage, of acceleration of this loan. Upon the giving of notice of acceleration, no future advances under the Line of Credit will be permitted. If Borrower cures the default to lender's satisfaction, future advances under the Line of Credit may be made.
- 29. Line of Mortgage. The line of this Mortgage secures payment of any existing indebtedness and future rivances made pursuant to the Equity Loan Note to the same extent as if such future advances were made on the date of the execution of this Mortgage virbout regard to whether or not there is any indebtedness outstanding at the time any advance is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Equity Loan Mortgage Rider.

(SEAL)

Anne M. Gerard

\_(SEAL)

Diffice.

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