

UNOFFICIAL COPY

BFO FORM NO. 120045

87474896

This document prepared by:
MAIL TO:
THIS INSTRUMENT WAS PREPARED BY

John Tofano

COUNTRYSIDE BANK
1190 S. ELMHURST ROAD
MT. PROSPECT, IL 60056

BOX 333-WJ

14⁰⁰

MORTGAGE

THIS HOME EQUITY LINE OF CREDIT is made this 14 day of August, 19 87, between the Mortgagor, Jerome J. Flores And Francine M. Flores, His Wife (herein, "Borrower"), and the Mortgagee, COUNTRYSIDE BANK, an Illinois banking corporation, with its main banking office at 1190 S. Elmhurst Road, Mount Prospect, IL 60056 (herein, "Lender").

WHEREAS, Borrower has entered into a Promissory Note and Line of Credit Agreement (the "Note") dated August 14, 19 87, pursuant to which Borrower may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 40,000.00 (the "Credit Limit"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Note. All amounts borrowed under the Note plus interest thereon are due and payable five years after the date of this Mortgage;

Now, THEREFORE to secure to Lender the repayment of the Credit Limit, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, warrant, and convey to Lender the property located in the County of Cook, State of Illinois, which has the street address of 423 Lauder Lane, Inverness, IL 60067 (herein "Property Address") legally described as:

LOT 5 IN LAUDER HILLS SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTH EAST $\frac{1}{4}$ OF THE SOUTH WEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHEASTERLY OF THE CENTER LINE OF FREEMAN ROAD, IN COOK COUNTY, ILLINOIS.

87474896

SEARCHED
INDEXED
RECORDED

87474896

UNOFFICIAL COPY

5. Preservation and Maintenance of Property; Leaseholds; Conditional Liens; Mortgagors; Planned Development shall keep the property in good repair and shall not commit waste or permit impairment of the property and shall comply with the provisions of any lease of this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the obligations of the condominium or planned unit development, and the condominium unit developer shall be liable for the damage caused by Borrower and recorded together with this mortgage, the covenants and agreements of such rider were a part hereof.

6. Proceeds therefrom resulting from damage to the property prior to the date of acquisition shall pass to the extent of the proceeds thereof to this mortgagee in and to any insurance policies and in and to the property if under parergraph 19 possession the due date of the payment due under the Agreement of such payee. If under parergaph 19 unless Lender and Borrower otherwise agree in writing, any such application of proceeds shall not extend or exceed all Lender's option either to repair or to restoration of the property or to the sums secured by this mortgage.

Lender's insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds to the sum secured by this mortgage, all right, title, and interest of Borrower in and to any insurance proceeds or Lender's option either to repair or to restoration of the property or to the sums secured by this mortgage, within the excess, if any, paid to Borrower if the property damaged, provided such restoration or repair is economically feasible and the security of this mortgage is hereby impaired. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to 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 sum secured by this mortgage, within the excess, if any, paid to Borrower if the property damaged, provided such restoration or repair is economically feasible and the security of this mortgage is not thereby impaired. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall not extend or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this mortgage is not thereby impaired.

7. The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in timely manner. All insurance policies and renewals thereafter shall be in form acceptable to Lender and shall be paid in favor of and in form acceptable to Lender. Premiums shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Borrower shall promptly furnish to Lender all renewals notices and all receipts for 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. Premiums and for such periods as Lender may require; provided, that Lender shall not require that coverage exceed that amount of coverage required to pay the actual amount secured by this mortgage, taking prior liens and co-insurance into account.

8. Hazard Insurance. Borrower shall provide insurance covering the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods included within the term "extended coverage", and such other hazards as Lender may require 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 and shall provide standard mortgage clause in favor of and in form acceptable to Lender. Premiums on insurance policies shall be paid in timely manner. All insurance policies and renewals thereafter shall be in form acceptable to Lender and shall be paid in favor of and in form acceptable to Lender.

9. Charge; Lien. Borrower shall pay all taxes assessments, and other charges, fines, and impositions attributable to the property that may attain a priority over this mortgage, excepted from all payments due under the Note and in any part thereof.

10. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Note, together with fees and charges provided in the Note.

11. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Note, together with fees and charges provided in the Note.

COVENANTS. Borrower covenants and agrees as follows:

Borrower covenants that Borrower will warrant and defend generally the title to the property under this mortgage, and convey the property, and that Borrower will pay all amounts payable to Lender by Borrower under this mortgage, and convey the property to any mortgagees, debtors, executors, or beneficiaries listed in a schedule of exceptions to coverage in any little insurance policy insuring Banks' interests in the property.

Subject to any mortgages, easements, restrictions, or restrictions listed in a schedule of exceptions to coverage in any little insurance policy insuring Banks' interests in the property.

Mortgage is on a leasehold) are herein referred to as the "Property"; and all of the foregoing, together with said property (or the leasehold estate if this is leased to the property covered by this mortgage; and all of the fixtures now or hereafter attached to the property).

For evermore, the lessor of the instruments now or hereafter executed on the property, and water rights, and water stock, and all fixtures, royalties, mineral, oil and gas rights and royalties, water rights, and water stock, and all fixtures, now or hereafter attached to the property is on a leasehold), are herein referred to as the "Property"; and all of the foregoing, together with said property (or the leasehold estate if this is leased to the property covered by this mortgage; and all of the fixtures now or hereafter attached to the property).