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#### EQUITY CREDIT LINE MORTGAGE

17th
THIS EQUITY CREDIT LINE MORTGAGE is made this 17th
day of October, 1987, between the Mortgagor,
Robert W. Michau and Marilynn H. Michau, his wife (herein, "Mortgagor"), and the Mortgagee, NORTHERN TRUST
BANK/O'HARE N.A., a national banking association, with its main
banking office at 8501 West Higgins Road, Chicago, Illinois
60631 (herein, "Mortgagee").
WHEREAS, Mortgagor has entered into the Northern Trust
Bank/O'Hare, N.A. Equity Credit Line Agreement and Disclosure Statement
(the "A/rement") dated October 17, , 1987, pursuant to
which Morcoagor may from time to time borrow from Mortgagee
amounts not to exceed the aggregate outstanding principal
balance of \$ 26,000.00 (the "Maximum Credit
balance of \$ 26,000.00 (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at
the rate and at the times provided for in the Agreement. All
amounts borrowed under the Agreement plus interest thereon are due and payable on October 17, , 192, or such later
due and payable on October 1/, , 192, or such later
date as the Mortgagee shall agree, but in no event more than 20
years after the date of ruis Mortgage;
NOW, THEREFORE, to secure to Mortgagee the repayment of the
Maximum Credit Amount, 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 Mortgagor herein contained, Mortgagor does hereby mortgage,
grant, warrant, and convey to Mortgage, the property located in
the County of Cook , State of Clinois, which has
the County of Cook , State of Olinois, which has the street address of 525 S. Mount Prospect Road
Des Plaines, II. 600/6
(herein "Property Address"), legally described as:
Lat so in Colf Torrace Unit No. 2, being a resubdivision of parts of
laka 1 and 2 in Circuit Court Commissioners Dartition of CR (allos Of
or the Namilan Catato in the fractional Southwest (Marter AT/Section 10)
Township 41 North, Range 12, East of the Third Principal Meridian, in the
City of Des Plaines, Maine Township, Cook County, Illinois.
City of best fames, have remained
<u>-</u> Λ
Permanagent Index Number 20 10 205-000 UM
Permananent Index Number 09-18-305-004
This Rocument Prepared By:
Charles E. Gekas

Mortgagee's interest in the Property (the "First Cortgage"), 12 any. Upon Mortgagee's request, Cortgager shall promptly furnish to Mortgagee receipts evidencing payments of undunts the under this paragraph. Cortgager shall promptly discharge my lien that has priority over this Mortgager, except the lien of the First Cortgage; provided, that Mortgager shall not be required to discharge any outh lien so long as Mortgager chall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of one lien or forfeiture of the Property or any part thereof.

Hazard Insurance. Mortgagor 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 Mortgagee may comire and in such amounts and for such periods as Mortgagee hay require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgagor and ipproved by the Mortgagee (which approval shall not be unreisonably withheld). All premiums on insurance policies shall be faild in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts for paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make ploof of loss if not made promptly by Mortgagor.

Unless Hortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or recair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is no 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 Mortgagor. If the Property is abandoned by Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Morthage.

TOGETHER with all the improvements now or normafter practed on the property, and all easements, rights, appurtenances, rents, royalties, mineral, bil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortdage; and all of the foregoing, together with said property for the leasehold estate if this Mortdage is on a leasehold) are herein referred to as the "Property".

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

COVENANTS: Mortgagor covenants and agrees as follows:

- 2. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgages under the Agreement and paragraph I hereof shall be applied by Mortgages first in payment of amounts payable to Mortgages by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a refund of the unearned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purpose of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

3. Charges: Liens. Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring the

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the que date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- Preservation and Maintenance of Property; Leaseholds: Conseminiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or parmit impairment or detarioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasendMa. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of "tortgagor's coligations under the declaration or covenants preating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- Frotection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

- 7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgager notice orier to any such inspection specifying reasonable cause therefor celated to Mortgagee's interest in the Property.
- damages, direct in consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Nortdagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums sedured by this Nortgage, with the excess, if any, paid to Nortgage. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagee.

If the Property is abandoned by Mortgagee, or if, after notice by Mortgagee to Mortgager that the condemnor has offered to make an award or sectle a claim for damages, Mortgager fails to respond to Mortgagee Within 30 days after the date such notice is mailed, Mortgages is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

- 9. Mortgagor Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand muse by the original Mortgagor and Mortgagor's successors in interest.
- 10. Forebearance by Mortgagee Not a Waiver. Any forebearance by Mortgagee in exercising any right or remedy under the Agreement, 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 Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

- 11. Successors and Assigns Bound: Joint and Reveral Liability; Captions. The covenants and pareements herein contained shall sind, and the rights bereunder shall have to the respective successors and assigns of Mortgager and Mortgagor, subject to the provisions of paradraph 15 hereof. All povenants and addressents of Mortgagor shall be joint and several. The captions and headings of the garagraphs of this Mortgage are for convenience only and are not to be used to interpret or derine the provisions hereof.
- 12. Legislation Affecting Mortgagee's Pights. If enactment or expiration of applicable laws has the effect of condering any provision of the Agreement or this Mortgage unercordeable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.
- 12. Motice. 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 such notice by partified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may lesignate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee thall be given by cartified mail, seturn receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgage when given in the manner designated herein.
- 14. Governing Law: Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable laws, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without this conflicting provisions, and to this and the provisions of this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.
- 15. Morthagor's Copy. Mortgagor shall be Eurnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Processe, is sold or transferred by Mortgagor without Mortgagoe's oction, loclare all the sums secured by this Mortgage to be immediately due and payable.

- 17. Peyolaing Crafit Loan. This Mortgage is given to Secure a revolving predit loan unless and until buch loan is converted to an installment loan (as provided in the Agreement), and inail codure not only presently existing indebtedness under the Jurgement but also future advances, whether agen advances are policatory or to be made at the option of Mortgages, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indeptedness secured hereby outstanding at the time any advance is tade. The lien of this Mortgage shall be valid as to all indertedness secured hereby, including future advances, from one tire of its filing for record in the recorder's or regist (a) 's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or Jecrease from time to time, but the total unbaid balance of lacebredness secured hereby (including discursements that Mortgagee may make under this Mortgage, the Agreement, or uny other Jodument with respect thereto) at any one time sutstanding shall of exceed the Maximum Credit Amount, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or incurance on the Property and interest on such dispursiments (all such indebtedness being personaliter referred to as one maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount recured hereny over all supsequent liens and encumprances, including statutory liens, excepting solely tames and assessments levied on the Property given priority by law.
- 13. Conversion to Installment Loan. Pursuant to the Agreement, Mortgagee may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event be due and payable on or before 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.
- 19. Acceleration; Remedies. Upon Mortgagor's breach of any dovenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated berein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the dums secured by this Mortgage to be immediately due and payable

without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgagee shall notify Mortgager at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's apandonment of the Property or other extreme proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, apstracts, and title reports.

- All remedies provided in this Mortgage are distinct and complative to any other right or remedy under this Mortgage, the Greement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.
- Mortgagee in Possession. As additional security hereunder, Mortgagee in Possession. As additional security hereunder, Mortgagee the rents of the Property, provider that Mortgager shall, prior to hopeleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration uncer paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial daily, Mortgagee, in person, by agent or by judicially appointed receiver, shall be antitled 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 Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rants 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. Mortgagee and the receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagee shall pay all costs of recordation of the release, if any.
- 22. Waiver of Homestead. To the extent permitted by law, Mortgagor hereby releases and waives all right under and by virtue of the homestead exemption laws of Illinois.

IN WITHESS WHEREOF, Mortgagor has executed this Mortgage.

Correggor

Joregagor Hornes

# 67581958

# UNOFFIÇIAL

State of Illinois )
County of Cook
Robert W. and Marilynn H. Michau, his wife personally known to me to be the care person(s) whose name(s) subscribed to the coregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.
October , 19 87
Ron Gun Leeles
COTARY PUBLIC

-87-531958

Property of Cook County Clerk's Office COOK COMMEN MECONDER #8615 # D \*-857628 00:04-11 78/85/01 PTIO MONT PPPPMT \$50 60