

UNOFFICIAL COPY

This Mortgage was prepared by
and after filing should be mailed
to:

NAPER BANK BOLINGBROOK

443 N. BOLINGBROOK, DR.,

BOLINGBROOK IL 60439

Attn: Director

87636233



Above Space for Recorder's Use Only

NAPER BANK Bolingbrook HOME EQUITY LINE OF CREDIT MORTGAGE

THIS MORTGAGE ("Mortgage") is given this 24TH day of NOVEMBER 19 87. The mortgagors are ANTHONY M. ZAJEC and _____ (collectively, the "Borrower"). This Mortgage is given to The Napier Bank Bolingbrook, whose address is 443 North Bolingbrook drive, Bolingbrook Illinois 60439 ("Lender"). The Borrower owes the Lender the maximum principal sum of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100-

Dollars (\$ 17,500.00), or the aggregate unpaid amount of all loans made by the Lender pursuant to that certain Home Equity Line of Credit Agreement and Disclosure Statement between the Borrower and the Lender of even date herewith ("Agreement"), a copy of which is attached hereto and made a part hereof by reference.

The Agreement establishes a revolving Line of Credit pursuant to Section 5c of the Illinois Banking Act, Ill. Rev Stat. Ch 17, § 312.2. The Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. If the Lender makes the demand for payment, the Lender will provide the Borrower with a final payment notice at least ninety (90) days before the final payment must be made. Interest shall accrue on these amounts at the rate(s) set forth in the Agreement. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the maximum credit limit assigned to Borrower by Lender from time to time. All future loans, whether obligatory or optional, shall be secured to the same extent and with the same priority as if made on the date hereof.

This Mortgage secures (i) the repayment of the debt evidenced by the Agreement, with interest, and all renewals, extensions and modifications, (ii) the payment of all other sums, together with interest, advanced under paragraph 6 hereof to protect the security of this Mortgage, (iii) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement, and (iv) all costs and expenses of Lender, including without limitation attorneys' and paralegals' fees (which attorneys and paralegals may be employees of Lender), in enforcing its rights under the Agreement or this Mortgage, including any action or efforts pursued by the Lender in a bankruptcy proceeding.

For this purpose, the Borrower does hereby mortgage, grant, and convey to the Lender the following described property located in _____ COOK County, Illinois:

12-29-83
021-84-76
022-84-77
023-84-84

LOTS 76, 77 AND 84 IN JASNAGORA, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THIS IS A SECOND MORTGAGE

which has the address of 724 CZACKI ST., LEMONT
Illinois, 60439

First Amendment To Order # 141
05170

87636233

UNOFFICIAL COPY

11/25

Acknowledged this 24TH day of NOVEMBER 19 87

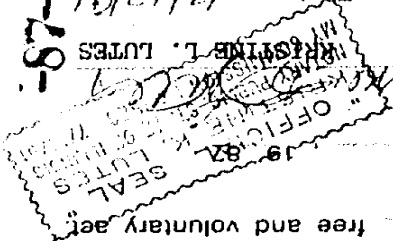
NAPER BANK Bollingbrook

By: *[Signature]*
DINING, J. SEILER
Title: LOAN OFFICER

My Commission Expires: 11/18/91

Notary Public
KRISTINE L. LUTES

Give under my hand and official seal this 24TH day of NOVEMBER 19 87



The undersigned, a Notary Public in and for the said county and state, does hereby certify that ANTHONY M. ZAJEC personally know to me to be the same person(s) whose name(s) IS subscribed to the foregoing Mortgage, appeared before me this day in person, and acknowledged HE signed and delivered this Mortgage as HIS free and voluntary act

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)

DEPT-01
1-3333 FROM 12/8 BOLLINGBROOK
437 S. C. 12/8 BOLLINGBROOK
COMM. COURT RECORDER

ANTHONY M. ZAJEC
Borrower

[Signature of Anthony M. Zajec]

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

23. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

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

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

20. Lender in Possession. Upon acceleration under paragraph 19 hereof or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, 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 the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's and paralegal's fees and costs, and then to the sums secured by this Mortgage.

For any event of default specified above other than the event of default specified in number (11) above, the Lender shall send notice to Borrower setting forth the default and a time period of at least thirty (30) days within which the default may be cured. For the event of default specified in number (11) above, the Lender shall send notice to Borrower setting forth the default at least ninety (90) days before final payment is due. If the default is not cured within the period allowed by Lender all amounts secured by this Mortgage shall, at the sole option of Lender, become immediately due and payable without further demand or notice to Borrower, and Lender may foreclose this Mortgage by judicial procedure. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's and paralegal's fees and costs of title evidence.

19. Acceleration and Remedies. The occurrence of any one or more of the following events of default, at the sole option of the Lender, will result in all sums secured by this Mortgage becoming immediately due and owing and the possible forced sale of the Property: (1) any failure to pay any amount owing under the Agreement when due; (2) any default under or breach or nonperformance of an obligation under the Agreement or this Mortgage; (3) any default with respect to any prior mortgage(s) on the Property; (4) the Lender reasonably determines that the prospect of Borrower's payment of the loans or other amounts owing under the Agreement or performance of the Agreement is impaired; (5) any act or event occurs by reason of which the Lender reasonably deems itself insecure; (6) any application or statement furnished by Borrower shall be found to be materially false; (7) a decline in the market value of the Property, in the Lender's sole opinion; (8) Borrower's death or insolvency (however expressed or indicated); (9) the filing of a petition in bankruptcy or for the adjustment of debts, or, by, or against Borrower; (10) the sale, conveyance, lease, or transfer of all or any part of the Property or any interest in it without the Lender's prior written consent; or (11) the enactment or expiration of any applicable law which renders any provision of the Agreement or this Mortgage unenforceable according to its terms.

37293237

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 Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

THE BORROWER COVENANTS that the Borrower is lawfully seized 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. The Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. The Property is subject to the following prior mortgage(s):

Name of Mortgagee	Date of Mortgage	Document Number
-------------------	------------------	-----------------

COVENANTS. The Borrower and the Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement and all other amounts owing under the Agreement.

2. Application of Payments. All payments received by the Lender shall be applied first toward payment of the annual fee, then to credit life insurance premiums (if any), then to billed and unpaid finance charges, and then to the outstanding balance under the Agreement.

3. Charges and Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph 3. The Borrower shall make these payments directly and promptly furnish to Lender receipts evidencing the payments. The Borrower shall promptly discharge any lien which has priority over this Mortgage other than the prior mortgages described above, unless the Borrower (i) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (ii) contests in good faith the lien, or defends against enforcement of the lien, by legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (iii) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a written notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of receiving any notice.

4. Insurance. The Borrower shall keep the Property and the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, included within the term "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in an amount equal to the Lender's appraised value of the Property and for the periods that Lender reasonably requires. The insurance carrier providing the insurance shall be chosen by the Borrower subject to Lender's approval which approval shall not be unreasonably withheld. All insurance policies and renewals shall be acceptable to Lender, shall include a standard mortgage clause, and shall name the Lender as loss payee. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. As determined by the Lender, Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The thirty (30)-day period will begin when the notice is given. If under paragraph 19 hereof the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

5. Preservation and Maintenance of Property. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect 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 in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorney's and paralegals' fees and costs and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate(s) set forth in the Agreement and shall be payable, with interest, upon notice from Lender to Borrower demanding payment.

7. 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.

H761

6227

H7616227

UNOFFICIAL COPY

18. **Prior Mortgage(s).** Borrower agrees to fully comply with all provisions of any prior mortgage(s) and shall not be in default of any provision of any prior mortgage(s).

17. **Borrower's Right to Reinstate.** If Borrower meets the following conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage. The conditions are that Borrower (i) pays Lender all sums which then would be due under this Mortgage and the Agreement had no acceleration occurred, (ii) cures any default of any other covenants or agreements, (iii) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' and paralegals' fees and costs, (iv) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged, and (v) not use this provision more frequently than once every five (5) years. Upon reinstatement by Borrower, this Mortgage 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 12 or 16 hereof.

16. **Due on Sale.** If all or any part of the Property or any interest in it is sold, conveyed, transferred or leased without Lender's prior written consent, Lender may, at its option, upon thirty (30) days prior to notice to Borrower require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Borrower fails to immediately pay these sums, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

15. **Borrower's Copy.** The Borrower shall be given an executed copy of this Agreement and of this Mortgage. This Mortgage shall be governed by federal law and the internal laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

14. **Governing Law.** This Mortgage shall be governed by federal law and the internal laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

13. **Notices.** Any notice to Borrower provided for in this Mortgage shall 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 written notice to Lender. Any notice to Lender shall be given by first class mail to the attention of the Consumer Loan Department at the Lender's address stated herein, or any other address Lender designates by written notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph 13.

12. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement unenforceable according to its terms, Lender, at its option, upon ninety (90) days prior notice to Borrower may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19 hereof.

11. **Loan Charges.** The interest or other loan charges collected or to be collected in connection with the loans made under the Agreement shall be reduced to eighteen percent (18%) per annum, calculated on a year consisting of three hundred sixty-five (365) days. Any sums 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 Agreement 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.

10. **Successors and Assigns.** The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement, (i) is co-signing this Mortgage under the terms of this Mortgage, (ii) is not personally obligated to pay the sums secured by this Mortgage, and (iii) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

9. **Waiver.** 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

8. **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 Mortgage, 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 Mortgage 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 settle a claim for damages, Borrower fails to respond to Lender within thirty (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.

87696233