

UNOFFICIAL COPY

LOAN NO.

87113596

THIS INSTRUMENT WAS PREPARED BY:

Torrance Campbell

(NAME)

1425 Lake Cook Rd, Deerfield, IL 60015

(ADDRESS)

MORTGAGE

THIS MORTGAGE is made this 23rd day of February, 1987, between the Mortgagor,

Timothy R Andeen and Rachel G Andeen, husband and wife in joint tenancy

(herein "Borrower"), and the Mortgagee, Traveler Employees Credit Union, a corporation organized and existing under the laws of The State of Illinois, whose address is 1425 Lake Cook Road, Deerfield, Illinois 60015 (herein "Lender").

WHEREAS, BORROWER has entered into a limited open-end variable rate Agreement with the Lender dated February 23, 1987

(hereinafter "AGREEMENT") under which Borrower may from time to time, one or more times, obtain loan advances not to exceed at any one time an aggregate principal sum of Thirty three thousand & 00/100 DOLLARS (\$ 33,000.00) from Lender on a secured line of credit basis; that said Borrower is indebted to the Lender in the principal sum of Thirty three thousand & 00/100 DOLLARS (\$ 33,000.00) which indebtedness is evidenced by said AGREEMENT providing for monthly payments and for an adjustable rate of interest and is due and payable on March 15th, 1992 with an option by the Lender to extend said Agreement and this Mortgage.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other 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; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 24 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 14 in Block 1 in Berkley Square Unit 1, being a Subdivision of part of the West 1/2 of the Northwest 1/2 of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

03-17-111-014V

which has the address of

15E Suffield

(street)

Arlington Heights

(city)

Illinois 60004

(state and zip code)

(herein "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, that the Property is unencumbered, 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.

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

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

2. Payment of Taxes, Insurance and Other Charges. Borrower shall pay all taxes, hazard insurance premiums, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments on ground rents, if any, by Borrower making payment when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of giving of notice.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Agreement, then to the unpaid balance of the Agreement.

4. 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.

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### (A) INITIAL RATE

The Annual Percentage Rate of interest under the AGREEMENT shall be 8.0 % and I shall pay...

### (B) CHANGE DATES

Commencing on the date of this AGREEMENT, the interest rate may be adjusted by T.E.C.U. on the first day known as "Change Dates"...

### (C) INDEX

Changes in the interest rate shall be based upon changes in the "Index". The Index shall be the Prime Rate Section of the Latest Edition of The Wall Street Journal on the last business day of the monthly billing period...

### (D) CALCULATION OF CHANGES

Prior to each Change Date, T.E.C.U. shall determine any change in the interest rate, and shall calculate the amount of one percent (1%) to the Current Index. T.E.C.U. will round the result of this addition to the nearest rounded amount...

### (E) EFFECTIVE DATE CHANGES

My new interest rate will become effective on each Change Date and I will pay the amount of my new interest rate until the end of my monthly payment changes again.

### (F) DISCLOSURE

T.E.C.U. will send statements at least quarterly reflecting changes in the interest rate and payments. I shall be presumed correct unless borrower notifies T.E.C.U. in writing of any error within sixty days of the date...

### 24. FUTURE ADVANCE UPON REQUEST OF BORROWER; LENDER AS LENDER'S OPTION

MAY MAKE FUTURE ADVANCES TO BORROWER SUCH FUTURE ADVANCES, WITH INTEREST, MAY BE TAKEN WHEN EVIDENCED BY A BORROWER'S STATEMENT THAT SAID AGREEMENT IS IN FULL PAYMENT...

### 25. PRIORITY

THE MORTGAGE IS GIVEN TO SECURE AN OFFERED LOAN AND SHALL SECURE NOT ONLY THE PAYMENT OF THE MORTGAGE UNDER SAID AGREEMENT BUT ALSO SUCH ADVANCE AND OBLIGATION TO BE MADE AT THE OFFICE OF THE LENDER...

### 26. Waiver of Homestead

Borrower hereby waives all right of homestead exemption in the property described in this mortgage.

### IN WITNESS WHEREOF

Borrower has executed this Mortgage Lender's return of acknowledgment...

State of Illinois, Cook County, SS:

E.W. Swanson

Notary Public

Timothy R Andeen and Rachel G Andeen, husband and wife in joint

personally known to me to be the same person

me this day in person, and acknowledged that they signed and delivered the said instrument for uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of February

My commission expires: My Commission Expires Mar. 26, 1998

(Space Below This Line Reserved For Lender and Recorder)

MAIL TO:

Travelers Employees Credit Union

1425 Lake Cook Road

Deerfield, IL 60015



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44. **Uniform Security Instrument; Governing Law; Severability.** This form of 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. 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 Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Agreement are declared to be severable.

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

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the Property; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof. Lender may consent to a sale of transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest is payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Agreement and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Agreement and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Agreement and this Security Instrument unless Lender releases Borrower in writing.

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice or demand on Borrower. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title report.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Agreement, Agreement Securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assessment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of a 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. All 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 fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Loan Charges.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected on connection with the lien exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceed 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 under the Agreement.

21. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. **Legislation.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of this Agreement, or the Security Instrument unenforceable according to their terms or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payment.

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All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall give prompt notice to the insurer of any loss or damage to the Property and of any renewal notices and all receipts of a premium. In the event of loss, Borrower shall give prompt notice to the insurer and 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 if 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 should be impaired, the insurance proceeds shall be applied to the principal of the sums secured by this Mortgage, with the exception of any amount applied to Borrower. If the Property is abandoned by Borrower or if Borrower fails to give the notice required by Lender, Lender shall have the right to apply the insurance proceeds to settle a claim for insurance and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the principal of the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not affect the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 1 hereof by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereunder shall pass to Lender prior to the sale or acquisition of the Property to the extent of the sums secured by this Mortgage.

**5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** The Property shall be kept in good repair and shall not commit waste or permit the provision of any lease if this Mortgage is on a leasehold, if the Property is a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development is recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into the covenants and agreements of this Mortgage as if the rider were a part hereof.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage which materially affects Lender's interest in the Property, including, but not limited to, such as the filing of a bankruptcy or a receivership, or the commencement of proceedings involving a bankruptcy or decedent, then Lender as Lender's agent, may cause such appearances, and take such action as is necessary to protect Lender's interest. Lender may cause the reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the mortgage terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower under this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon the next scheduled payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the Mortgage Agreement unless payment of interest at such rate would be contrary to applicable law. In which event such amounts shall be payable at the maximum rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense.

**7. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property at any time upon reasonable notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with the taking of the Property, or partial thereof, or for conveyance (in whole or in part) 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, with interest thereon. In the event of a partial taking of the property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to the proportion which the amount of the sums secured by this Mortgage bears to the fair market value of the Property immediately prior to the date of taking. The proceeds shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor claims the Property, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender shall have the right at Lender's option either to restoration or repair of the Property or the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not affect the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

**9. Borrower Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Mortgage to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower. In interest Lender shall not be required to commence proceedings against such successor or refuse to commence proceedings against such successor by reason of any demand made by the original Borrower and Lender.

**10. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any such right or remedy. The granting of any forbearance or other terms or changes by Lender shall not be a waiver of Lender's right to accelerate the maturity of this Mortgage.

**11. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other remedies provided or afforded by law or equity, and may be exercised concurrently, independently or successively.

**12. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of the covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage shall not be used to interpret or define and provisions hereof.

**13. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice required by this Mortgage shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the address as Borrower may designate by notice to Lender as provided here, and (b) any notice to Lender shall be given by delivering it or by mailing it by first class mail addressed to Lender at the address as Lender may designate by notice to Borrower as provided here. Any notice required by this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated here.

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