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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 20TH day of MARCH ⁸⁷, between the Mortgagor, **MICHAEL P. SAVOCA & WILHELMINA L. SAVOCA, HUSBAND AND WIFE** (herein "Borrower"), and the Mortgagee, Harris Trust and Savings Bank, an Illinois banking corporation whose address is 111 West Monroe Street, Chicago, Illinois 60690 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated MARCH 20, 1987, pursuant to which Borrower may from time to time until MARCH 20, 2007 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 30,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After MARCH 20, 1992 (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by MARCH 20, 2007 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to 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 contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 26 IN BLOCK 1 IN WESTBURY LAKES UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 19 AND PARTS OF VACATED STREETS VACATED ACCORDING TO DOCUMENT NUMBER 22650177, AND A RESUBDIVISION OF PARTS OF BLOCKS 15 TO 20, BOTH INCLUSIVE, IN HOWIE IN THE HILLS UNIT 1 AND PARTS OF HOWIE IN THE HILLS UNIT 3, BOTH BEING SUBDIVISIONS IN SAID SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LUGGERS

✓
PIN:
02-19-321-089

FFO JMT.

✓
which has the address of 1440 LAKE EDGE COURT, HOFFMAN ESTATES, ILLINOIS 60195 (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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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This instrument Prepared By:
BRIAN MOELLER
HABRI'S TRUST
111 West Monroe Street
Chicago, Illinois 60690

Property of Cook County Clerks Office



Notary Public

My Commission Expires: July 3, 1989

Given under my hand and notarial seal, this 30 day of April 1987

free and voluntary act, for the uses and purposes herein set forth

before me this day in person and acknowledged that I, the X, signed and delivered the said instrument as THEIR

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared

and certify that the above and stated to be the same person(s) whose name(s) MICHAEL P. SAVOCA AND WILHELMINA L. SAVOCA

and for a Notary Public in and for the state of Illinois, do hereby certify that the above and stated to be the same person(s) whose name(s) MICHAEL P. SAVOCA AND WILHELMINA L. SAVOCA

COUNTY OF COOK STATE OF ILLINOIS

TYPE OR PRINT NAME

WILHELMINA L. SAVOCA BORROWER

TYPE OR PRINT NAME

MICHAEL P. SAVOCA BORROWER

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title 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 Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows:

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

2. 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 any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or 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 sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 19 hereof the Property is acquired by Lender, all right, title and interest of Borrower 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 Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leases; Condominiums, Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower 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.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, 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 Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower 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 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 Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, 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 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

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22. Whereof Homestead Borrower hereby waives all right of homestead exemption in the property

21. Releasee, Upon payment of all sums secured by this Mortgage and demand of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recording, if any.

20. Assignment of Rents; Application of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rights to collect and retain such rents as they become due and payable.

18. Conversion to Instalment Loan. Pursuant to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an instalment loan bearing interest at the rate set forth in the Agreement and payable in monthly instalments of principal and interest over a period of not less than one year which shall, in any event, be due and payable on or before the Final Maturity Date. This Mortgage is given to and shall secure such instalment loan.

19. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement in this Agreement or the Agreement, including the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement to Lender, and/or collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney fees and costs of documentation, legal expenses and costs of collection and incidental expenses.

16. Transfer of the Property: Assumers, (a) all or any part of the Property or an interest therein is sold, transferred or converted by Borrower under a power of sale or otherwise; (b) the creation of a lien or encumbrance subordinate to this Mortgage; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, lessee or holder in common; (d) the creation of a purchaser's memory interest in the Property; (e) the creation of a lien or encumbrance subordinate to this Mortgage; (f) the creation of a trust or other fiduciary relationship involving the Property; (g) the creation of a partnership or joint venture involving the Property; (h) the creation of a joint tenancy or tenancy in common involving the Property; (i) the creation of a leasehold interest in the Property; (j) the creation of a leasehold interest in the Property; (k) the creation of a leasehold interest in the Property; (l) the creation of a leasehold interest in the Property; (m) the creation of a leasehold interest in the Property; (n) the creation of a leasehold interest in the Property; (o) the creation of a leasehold interest in the Property; (p) the creation of a leasehold interest in the Property; (q) the creation of a leasehold interest in the Property; (r) the creation of a leasehold interest in the Property; (s) the creation of a leasehold interest in the Property; (t) the creation of a leasehold interest in the Property; (u) the creation of a leasehold interest in the Property; (v) the creation of a leasehold interest in the Property; (w) the creation of a leasehold interest in the Property; (x) the creation of a leasehold interest in the Property; (y) the creation of a leasehold interest in the Property; (z) the creation of a leasehold interest in the Property.

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

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision of clause 14, or any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement or clauses 15 through 18, which shall remain in full force and effect notwithstanding any such conflict.

13. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or lender when given in the manner described herein.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covernants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereto. All covernants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret the provisions hereof.

11. Remedies Cumulative. All remedies provided in this Moargag are distinct and cumulative to any other right or remedy under this Moargag afforded by law or equity and may be exercised concurrently independently or successively.

10. **Ferobranchce by Lender Not a Waiver.** Any ferobranchce by Lender in exercising any right or remedy under the Agreement or otherwise provided by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy under the Agreement or otherwise provided by applicable law, unless specifically set forth in writing.

11. **Waiver of Lender's Right to Sue.** Any waiver of the right to sue by Lender shall not be a waiver of other rights or charges by Lender except as set forth in this Article.

9. **Borrower Not Held liable.** Extension of the time for payment or modification of any other form of the Agreement or this Mortgage shall not release, in any manner, the liability of the original Borrower and Borrower's successors in interest.