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COOK COUNTY, ILLINOIS
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OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 23,
 19 88. The mortgagor is John P. Howard and Barbara R. Howard, his wife
 ("Borrower"). This Security Instrument is given to Boston Safe Deposit and Trust
 Company, which is organized and existing under the laws of Massachusetts, and whose address is One Boston
 Place, Boston, MA 02108 ("Lender"). This Security Instrument secures Borrower's obligations to Lender under a
 Revolving Term Equity Loan Note dated the same day as this Security Instrument ("Note"), pursuant to which
 Lender has agreed from time to time to advance funds to Borrower pursuant to an open-end credit plan as defined
 in section 1 of chapter 140D of the Massachusetts General Laws whereby Borrower may borrow, repay and borrow
 again during the first 120 months of the term of the Note. The maximum principal amount which may
 be lent thereunder at any time is \$45,000.00 with the full debt, if not paid earlier, due and payable on
September 20, 2013. This Security Instrument secures to Lender: (a) the repayment of the
 debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all
 other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the
 performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this pur-
 pose, Borrower does hereby mortgage, grant and convey to Lender, with mortgage covenants power of sale, if any
 under applicable law, the following described property located in Cook County, Illinois:

LOT 26 IN NORTHBROOK KNOLLS RESUBDIVISION OF VACATED NORTHBROOK KNOLLS,
 BEING GILBERT CLARENCE BILL'S SUBDIVISION OF LOT 1 (EXCEPT THE WEST 441
 FEET OF THE SOUTH 522.90 FEET IN JACOB KEIST'S DIVISION OF LAND IN THE
 WEST 3/5 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12
 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF
 RECORDED JULY 22, 1956 AS DOCUMENT 16, 967, 315, IN COOK COUNTY, ILLINOIS.

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which has the address of 845 Hawthorne Lane
[Street]
Northbrook, Illinois 60062 ("Property Address");
[City] [State] [Zip Code]

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 Security Instru-
 ment. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances
 of record approved by Lender. Borrower warrants and will defend generally the title to the Property against all
 claims and demands, subject to any encumbrances of record approved by Lender.

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Notar Public Seal
Catherine E. Patterson
Cook County, Illinois
My Commission Expires 12/2/90

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My commission expires: _____
September _____, 1988
Witness my hand and official seal in the county and state above stated this _____ day of _____

I hereby certify that on this day, before me, an officer duly authorized in the state and county stated above to take acknowledgments, personally appeared John P. Howard and Barbara R. Howard, his wife, known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed same for the purpose therein expressed

State of Illinois County ss: Cook

Barbara R. Howard
Borrower (Seal)

John P. Howard
Borrower (Seal)

Signed, sealed and delivered in the presence of: William E. Patterson

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

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Property of Cook County Clerk's Office

- 18. Lender in Possession. Upon acceleration under paragraph 17 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver, as required by applicable law) 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 attorneys' fees and then to the sums secured by this Security Instrument.
- 19. Release. Upon payment of all sums secured by this Security Instrument, and provided the loan facility evidenced by the Note is terminated and Lender has no further obligation to make any advances to Borrower thereunder, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 20. Riders to this Security Instrument. If the Property is one or more Condominium Units, Borrower shall perform all Borrower's obligations under the declaration or covenants creating or governing any condominium or planned unit development of which the Property is a part, including all by-laws, regulations and other constituent documents. The covenants and agreements of the Condominium Rider executed by Borrower and recorded together with this Security Instrument shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider were a part of this Security Instrument.
- 21. Other Provisions.

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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 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds received under this paragraph 8 to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument 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 Security Instrument 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. All remedies available to Lender are cumulative and may be exercised concurrently, independently or successively.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not thereby personally obligated to pay the sums secured by this Security Instrument, but understands and agrees that the Property may be sold upon a default under this Security Instrument or the Note to satisfy the indebtedness evidenced by the Note; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent and without releasing that Borrower from this Security Instrument or modifying this Security Instrument as to that Borrower's interest in the Property.

11. Loan Charges. If the loan secured by this 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 in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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 Note 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 under the Note.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 17. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.

13. Notices. Any notice to Borrower provided for in this Security Instrument 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 Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. Except as may be prohibited by applicable law, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of or default on any covenant or agreement in this Security Instrument or the Note (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure by judicial or other proceeding, as permitted under applicable law, and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE, if any under applicable law, and any other available remedies, including foreclosure of this Security Instrument by judicial or other proceeding, as permitted under applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence. All such amounts shall be secured by this Security Instrument.

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Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges and other fees and expenses due under the Note. Unless Lender and Borrower otherwise agree in writing, no partial or other payments of proceeds applied to principal shall extend or postpone the amount of such payments.
2. Application of Payments. Unless applicable law provides otherwise, all payments received by the Lender under paragraph 1 shall be applied: first, to interest due under the Note; second, to any other fees, charges or expenses due; and last, to principal due.
- 3. Charges; Liens; Borrower's obligations under any mortgage, deed of trust or other security agreement evidencing a prior lien which has priority over the Security Instrument, including Borrower's covenants to make payments when due.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless (a) Lender otherwise agrees in writing; (b) Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (c) Borrower contests in good faith the lien by, or defends against enforcement of the lien in, 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 (d) Borrower secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.
- 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.
All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. 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 set up by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's rights 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 Security Instrument immediately prior to the acquisition.
- 5. Preservation and Maintenance of Property; Leaseholds.** Borrower shall keep the property in good condition and shall not destroy, damage or substantially change the Property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or 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, but are not limited to, paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees 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 Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
- 7. Inspection.** Lender or its agent may make reasonable entries upon and inspections of 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 any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of Lender's interest in the Property.
In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, 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 Security Instrument

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