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MORTGAGE

This Home Equity Line Of Credit is made this 5th day of October, 19 88 between the Mortgagee, Judith B. Potter N/K/A Judith B. Mizaur (herein, "Borrower"), and the Mortgagee, THE FIRST CHICAGO BANK OF FOX VALLEY, an Illinois banking corporation, with its main banking office at 520 DUNHAM RD., ST. CHARLES, IL 60174, (herein, "Lender").

WHEREAS, Borrower has entered into a Promissory Note and Line of Credit Agreement (the "Note") dated October 5, 19 88, pursuant to which Borrower may from time to time borrow (from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 10,000.00 (the "Credit Limit"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Note. All amounts borrowed under the Note plus interest thereon are due and payable five years after the date of this Mortgage;

NOW, THEREFORE to secure to Lender the repayment of the Credit Limit, 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 Borrower herein contained, Borrower does hereby mortgage, grant, warrant, and convey to Lender the property located in the County of Cook, State of Illinois, which has the street address of 31W300 Healy Road, Dundee, IL 60119

7942-9

DEPT-01 RECORDING \$14.25
(herein "76220 Adams" 1760111111) by us: 41:00
40679-11111-88-474837
COOK COUNTY RECORDER

That part of Section 19, Township 42 North, Range 9, East of the Third Principal Meridian, described as follows:

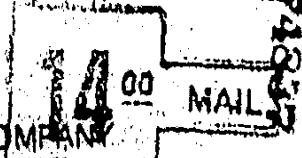
Commencing at the South East corner of said Section, thence West along the South line of said Section, 234.3 feet, thence North 1052.3 feet, thence North 16 degrees 05 minutes West, 1921.9 feet to the center line of a public road (known as Healy Road), thence South 76 degrees 04 minutes West along said center line, 826.1 feet for a point and point of beginning, Thence North 5 degrees 29 minutes East, 827.6 feet, thence South 89 degrees 40 minutes West, 300.0 feet, thence South 5 degrees 29 minutes West, 729.35 feet, thence North 89 degrees 40 minutes East, 234.0 feet, thence South 5 degrees 29 minutes West, 115.07 feet to the center line of said Healy Road, thence North 76 degrees 04 minutes East on the center line of said Healy Road, 69.66 feet to the point of beginning in Barrington Township in Cook County, Illinois.

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Mail to

FOX TITLE COMPANY
423 S. SECOND ST.
ST. CHARLES, IL 60174



Permanent Real Estate Index Number 01-19-103-010

COVENANTS, Borrower and Lender agree to the following:

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

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

3. **Change of Law.** Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions levied or assessed upon the Property or any part thereof, including but not limited to income taxes, and all taxes and impositions levied or assessed upon the Property or any part thereof.

4. **Standard form coverage.** 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 by applicable law. The insurance carrier providing the insurance shall be chosen by the Lender (which approval shall not be unreasonably withheld). All premium on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be promptly furnished to Lender as they are issued. The standard mortgage clause in favor of and in form acceptable to Lender shall be included in any insurance policy chosen by Borrower and approved by the Lender (which approval Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower).

5. **Restoration and Maintenance of Property.** Lenders shall be economically feasible or if the security of this Mortgage is not thereby impaired, such restoration or repair shall be applied to the sum secured by this Mortgage, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower. If 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 sum secured by this Mortgage. Lender may apply the proceeds thereof from damage to the Property prior to the sale or acquisition of such property, and in and to the sum secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation 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 that materially affects Lender's interest in the Property, including but not limited to, any proceeding by or on behalf of a prior mortgagee, lender, 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 any amount disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender and Borrower agree to other terms of payment, such amounts shall be payable by Borrower.

7. **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 that materially affects Lender's interest in the Property, including but not limited to, any proceeding by or on behalf of a prior mortgagee, lender, 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 any amount disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender and Borrower agree to other terms of payment, such amounts shall be payable by Borrower.

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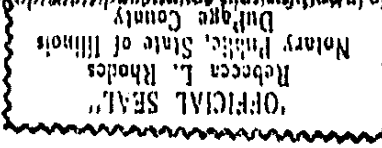
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My commission expires _____

Given under my hand and official seal, this _____ day of _____, 1988

purposes therein set forth. signed and delivered the said instrument as per free and voluntary act, for the uses and purposes therein set forth.

I, the undersigned, Judith B. Potter N/K/A Judith B. Metzger, a Notary Public in and for the County of DuPage, State of Illinois, do hereby certify that the foregoing instrument, appeared before me this day in person, and acknowledged that she (she whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as per free and voluntary act, for the uses and purposes therein set forth.



Borrower Judith B. Potter N/K/A Judith B. Metzger
County of Illinois Kane
Borrower Metzger

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

18. Acceleration; Remedies. 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, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Lender at Lender's option, may declare all of the sums 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. 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 reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

19. Assignment 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 18 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 18 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. 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. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation of the release, if any.

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

22. Notwithstanding anything to the contrary in Section 18 of this Mortgage or in the Note, the Lender shall notify the Borrower at least 30 days prior to instituting any action leading to repossession or foreclosure (except in the case of the Borrower's abandonment of the Property or other extreme circumstances).

23. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor or any Co-Mortgagor, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

24. Transfer of the Property or a Beneficial Interest in Borrower. 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

25. 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.

25. Notwithstanding anything in this Mortgage to the contrary, this Mortgage is given to secure not only the existing indebtedness, but also such future advances as may be provided pursuant to said Note, whether such advances are obligatory or to be made at the option of the FIRST CHICAGO BANK OF FOX VALLEY or otherwise, as are made within twenty (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 the execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage as to third persons without actual notice hereof, shall be valid as to all such indebtedness and future advances from the time the Mortgage is filed for record in the office of the Recorder of Title of the County where the real property described is located. The total amount of the indebtedness that is so secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$ 10,000.00, plus interest thereon, and any disbursement made for the payment of taxes, special assessments, or insurance on said real property, with interest on such disbursements.

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upon Lender's demand and shall bear interest 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 therefore 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 taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. 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 the Borrower.

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condemnor has offered 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 the amount due under the Agreement or change the amount of such payments.

9. **Borrower Not Released.** No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of the Borrower shall operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender 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 made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants 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 hereof. All covenants 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 or define the provisions hereof.

12. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Lender, 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.

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 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 Note conflicts with applicable laws, such conflict shall of the Mortgage and the Note are declared to be severable; provided that the Lender may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

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

16. **Transfer of the Property; Assumption.** To the extent 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 the Property in any trust holding title to the Property, is sold or transferred by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 5 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 indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Credit Limit, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority in the event of a foreclosure.

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