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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 OCT 19 PM 1:47

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HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 13th day of October, 1988, between the Mortgagor, LaSalle National Bank, a National Banking Association** (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 October 13, 1988, pursuant to which Borrower may from time to time until October 13, 2008 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 250,000.00 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 October 13, 1993 (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 October 13, 2008 (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:

UNIT NUMBER 19-'E' IN WARWICK APARTMENTS CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"):

LOTS 23 TO 27 AND THE SOUTH 6 1/2 FEET OF LOT 28 IN BLOCK 2 IN THE CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN THE NORTH FRACTIONAL HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 4, 1975, AND KNOWN AS TRUST NUMBER 1066550 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 23238931, AS AMENDED BY DOCUMENT NUMBER 23280161 AND DOCUMENT NUMBER 23379801; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-03-100-013-1047

As Trustee Under Trust Agreement Dated January 5, 1982 and known as Trust #104583 and not personally

15.00

1501 N State Pkwy., Unit 19-E, Chicago, IL 60610

which has the address of _____ (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"

Vertical text on the left margin, possibly a date or reference number.

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9. Borrower Not Released. 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 Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrowers successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrowers successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or 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. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage 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 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.

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 law 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 which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage 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; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, 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, unless and until pursuant to the Agreement such loan is converted to an installment 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 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 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 may increase or decrease from time to time, but the total unpaid balance 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 one hundred fifty per cent of the Maximum Credit, 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 over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

18. Conversion to Installment Loan. Pursuant to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and 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 installment loan.

19. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage 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 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 attorneys' fees, and costs of documentary evidence, abstracts and title reports.

20. 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 19 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 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. 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 attorneys' 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.

21. Release. Upon payment of all sums 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, if any.

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

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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. Interest and charges as provided in the Agreement shall be paid to Lender as follows:

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 arrearage made by Lender pursuant to this Mortgage, then to interest fees and charges in the order set forth in the Agreement, then to the principal amount of the loan, and finally to the amount of such payment.

3. Charges, Liens, Mortgages, Encumbrances, Assessments and Fees. Borrower shall be responsible for the payment of all taxes, assessments and other charges, fees and impositions attributable to the Property, including but not limited to property taxes, mortgage taxes, transfer taxes, recording fees, and other taxes, including all payments due under any local, state or federal laws, ordinances, regulations or codes. Borrower shall promptly furnish proof of payment of all such charges, taxes, assessments and fees to Lender upon request of Lender. Borrower shall be responsible for the payment of all charges, taxes, assessments and fees, including all payments due under any local, state or federal laws, ordinances, regulations or codes. Borrower shall promptly furnish proof of payment of all such charges, taxes, assessments and fees to Lender upon request of Lender. Borrower shall be responsible for the payment of all charges, taxes, assessments and fees, including all payments due under any local, state or federal laws, ordinances, regulations or codes. Borrower shall promptly furnish proof of payment of all such charges, taxes, assessments and fees to Lender upon request of Lender.

4. Hazard Insurance. Borrower shall maintain and keep in force the improvements now existing on the Property insured against loss by fire, lightning, explosion, riot, strike, civil commotion, war, terrorism, nuclear energy, aircraft, and other hazards covered by the Lender's hazard insurance policy. The hazard insurance policy shall be maintained in force at all times and shall be replaced if it expires or is terminated. Borrower shall be responsible for the payment of all hazard insurance premiums and for the payment of all deductibles, co-payments, and other charges. Borrower shall promptly furnish proof of payment of all such premiums and charges to Lender upon request of Lender. Borrower shall be responsible for the payment of all hazard insurance premiums and for the payment of all deductibles, co-payments, and other charges. Borrower shall promptly furnish proof of payment of all such premiums and charges to Lender upon request of Lender.

5. Preservation and Maintenance of Property, Leaseholds, Condominiums, Planned Unit Developments. Borrower shall keep the Property in good repair and shall maintain and keep in force the improvements on the Property and shall comply with the provisions of any lease if this Mortgage is subject to a lease. Borrower shall be responsible for the payment of all repairs, maintenance, and other charges. Borrower shall promptly furnish proof of payment of all such charges to Lender upon request of Lender.

6. Protection of Lender's Security. Borrower shall perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced against the Property, Borrower shall be responsible for the payment of all costs, expenses, and other charges. Borrower shall be responsible for the payment of all costs, expenses, and other charges. Borrower shall promptly furnish proof of payment of all such charges to Lender upon request of Lender.

7. Inspection. Lender may make reasonable entries upon and inspections of the Property provided that Lender shall give Borrower reasonable notice. Borrower shall be responsible for the payment of all costs, expenses, and other charges. Borrower shall promptly furnish proof of payment of all such charges to Lender upon request of Lender.

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 the 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 damaged by Borrower or after notice by Lender to Borrower, the condemnor offers to make an award or settle a claim for damages, Borrower shall be responsible for the payment of all costs, expenses, and other charges. Borrower shall promptly furnish proof of payment of all such charges to Lender upon request of Lender.

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, judgments, liens, encumbrances, or other claims listed in a schedule of exceptions to coverage in any the insurance policy insuring Lender's interest in the Property.

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED _____ UNDER TRUST NO. 104583

This Mortgage or Trust Deed in the nature of a Mortgage is
executed by La Salle National Bank, not personally but as Trustee
under Trust No. 104583, in the exercise of the power
and authority conferred upon and vested in it as such Trustee (and
said La Salle National Bank hereby warrants that it possesses full
power and authority to execute the instrument) and it is expressly
understood and agreed that nothing contained herein or in the note,
or in any other instrument given to evidence the indebtedness
secured hereby shall be construed as creating any liability on the
part of said mortgagor or grantor, or on said La Salle National
Bank personally to pay said note or any interest that may accrue
thereon, or any indebtedness accruing hereunder, or to perform any
covenant, either express or implied, herein contained, all such
liability, if any, being hereby expressly waived by the mortgagee
or Trustee under said Trust Deed, the legal owners or holders of
the note, and by every person now or hereafter claiming any right
of security hereunder; and that so far as the mortgagor or
grantor and said La Salle National Bank personally are concerned,
the legal holder of the note and the owner or owners of any
indebtedness accruing hereunder shall look solely to the premises
hereby mortgaged or conveyed for the payment thereof, by the enforce-
ment of the lien created in the manner herein and in said note
provided or by action to enforce the personal liability of the
grantor or guarantor, if any. The Trustee does not warrant or
warrant title.

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Trustee's Examination Noted and Approved on 10/4/83

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