

This Instrument Was Prepared By:
THE CHICAGO BANK OF COMMERCE
By: Charles F. Veach
200 E. Randolph Dr.
Chicago, IL 60601

UNOFFICIAL COPY

CHICAGO BANK OF COMMERCE
200 East Randolph Drive
Chicago, Illinois 60601

88501501



HOME EQUITY LINE OF CREDIT MORTGAGE

Variable Rate - WSJ Prime

THIS MORTGAGE, dated September 26, 19 88, is between ~~XXXX~~

~~XXXX~~ and ~~XXXX~~ JAMES W. BELLEVY and ROBERTA A. BELLEVY, His Wife
("Mortgagor") and the Chicago Bank of Commerce, Chicago, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Home Equity Line of Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in principal amount of \$ 50,000.00 (the "Line of Credit"). Monthly payments of the accrued interest on the Note or \$50.00, whichever is greater, shall be due and payable beginning on November 1, 1988, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable on October 1, 1993. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note on a 365-day basis at the per annum rate equal to one-half (1/2) (50) percent per annum in excess of the Variable Rate Index (defined below). Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to five (5.00) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 18%.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. To secure payment of the indebtedness advanced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described as follows:

LOT 600 IN IVY HILL SUBDIVISION UNIT NO. 11, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF ARLINGTON HEIGHTS, WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS.

88501501

First American Title Services

The above-described real estate is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interests in household goods are excluded from the security interest granted herein. The Permanent Index Number of the Premises is 03-16-108-032-0000. The common address of the Premises is 1521 Peachtree Drive, Arlington Heights, IL 60004

Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable of accruing, and all deposits of money as advance rent or for security, under any, and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee, by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption in Law of the State of Illinois. Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage and any prior mortgages or trust deeds previously approved by Mortgagee in writing, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved by Mortgagee in writing; (g) refrain from impairing or diminishing the value of the Premises.
2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be in full force and effect sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall maintain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days prior written notice to Mortgagee.
7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent

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THIS INSTRUMENT WAS PREPARED BY THE CHICAGO BANK OF COMMERCE

BY: Charles F. Veach

RIDER TO HOME EQUITY LINE OF CREDIT MORTGAGE (THE "MORTGAGE")

DATED September 26, 1988, EXECUTED BY James W. Reilley and Roberta A. Reilley ("MORTGAGOR")

AND IN FAVOR OF CHICAGO BANK OF COMMERCE 200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

This Rider is entered into this 26th day of September, 1988 by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered a part of the Mortgage.

WHEREAS, Mortgagor has previously granted to Fairfield Savings & Loan ("Prior Mortgagee") a Mortgage dated June 28, 1976 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23553277 ("Prior Mortgage") upon certain premises in Cook County, Illinois, described as follows:

LOT 600 IN IVY HILL SUBDIVISION UNIT NO. 11, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF ARLINGTON HEIGHTS, WHEELING TOWNSHIP, COOK COUNTY, ILLINOIS.

and commonly known as 1521 Peachtree Dr., Arlington Heights, IL 60004 (P.I.N. 03-16-108-032-000) and

WHEREAS, the Prior Mortgage was given to secure a promissory note in the principal amount of Fifty Thousand (\$50,000.00) Dollars plus interest and future advances as therein provided; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is Thirty-eight Thousand, Three Hundred (\$38,300.00) Dollars; and

WHEREAS, the Note and the right to make future advances thereon secured by the Prior Mortgage are solely owned and held by the Prior Mortgagee and not as agent or trustee for any other person or corporation; and

WHEREAS, Chicago Bank of Commerce has agreed to extend to Mortgagor a Home Equity Line of Credit in the amount of Fifty Thousand (\$50,000.00) Dollars, upon the security of the Mortgage against the premises described above which is junior to the Prior Mortgage; and

WHEREAS, Mortgagor agrees that as a condition to the extension of the aforesaid Home Equity Line of Credit, Mortgagor shall not request or obtain any future advances from the Prior Mortgagee pursuant to the Prior Mortgage.

NOW THEREFORE, in consideration of the premises and to induce the Chicago Bank of Commerce to extend and make a Home Equity Line of Credit available as aforesaid to Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

- (a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or other extensions of credit or entering into any other loan agreements or executing any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be entitled to priority over the Mortgage.
(b) That Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.
(c) That in the event that Mortgagor breaches the terms, conditions and provisions herein set forth, Mortgagee shall have the right to accelerate and immediately declare due and payable any and all credit extended to Mortgagor evidenced and secured by the Mortgage, and to take such steps as Mortgagee deems proper and appropriate and as may be granted to it under the Mortgage and any loan documentation executed in connection therewith as if a cause for default thereunder had occurred except that further advances of funds made by Prior Mortgagee in order to protect its security interest in the above described premises pursuant to and as authorized by the terms of the Prior Mortgage shall not constitute a breach hereof.
(d) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and neuter and vice versa.
(e) This Rider shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.
(f) This Rider shall be governed and construed by and in accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagee, which writing bears a date contemporaneous with or subsequent to this Rider and specifically states that it does so modify, amend, alter or rescind, in whole or in part, this Rider.

WITNESS the hand, S, and seal, S, of Mortgagor the day and year set forth above.

James W. Reilley
Roberta A. Reilley

As Trustee Under A Trust Agreement
Dated 19
and known as Trust No.
AND NOT PERSONALLY

By:
Its:

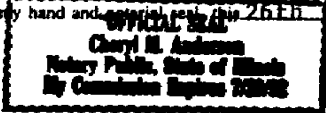
By:
Its:

STATE OF ILLINOIS
COUNTY OF Cook } SS

I, CHERYL M. ANDERSON, a Notary Public in and for said county and state, do hereby certify that James W. Reilley and Roberta A. Reilley, His Wife

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 26th day of September, 1988



Cheryl M. Anderson
Notary Public

My Commission Expires:

Cl 6212
First American Title Order #

88501501

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STATE OF ILLINOIS

COUNTY OF _____

SS

I, _____, a Notary Public in and for said County, in the State
 aforesaid, do hereby certify that _____
 of _____ and _____
 of said corporation, personally known to me to be the same persons whose
 names are subscribed to the foregoing instrument as such _____ and _____
 respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free
 and voluntary act of said corporation, as Trustees, for the uses and purposes therein set forth; and the said _____ did also
 then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said
 corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.
 Given under my hand and official seal, this _____ day of _____, 19_____.

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office

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DEPT-01 RECORDING 117.25
 T#2222 TRAH 3685 10/31/88 16:23:00
 #4919 * B * -88-501501
 COOK COUNTY RECORDER

NO NOT AFFIXED HERE

-88-501501

NOTARY PUBLIC
 STATE OF ILLINOIS
 GEORGE H. ANDERSON
 My Commission Expires 12/31/88

14 Mar