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Equity Credit Line Mortgage COUNTY RECORDER

THIS EQUITY CREDIT LINE MORTGAGE is made this lst day of March 1988 between the Mortgagor. American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated August 14, 1985 and known as Trust Number 65240 (herein, "Mortgagor"), and the Mortgagee, T'e Northern Trust Company, an Illinois banking corporation, with its main banking office at 50 South La Salle Stroot, Chicago, Illinois 60675 (herein, "Mortgagee").

SEE RIDER ATTACHED HERETO AND MADE A PART OF THE EQUITY CREDIT LINE MORTGAGE

TEREACKMOREMER(A) **MORTGAGE**(A) **M

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NOW, THEREFORE, to secure to Mortgage) the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, pursuant of in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgager herein contained, Mortgager does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of COOK, State of Illinois, which has the street address of 548 W. Eugenie. Chicago Illinois 60614

(herein "Property Address"), legally described as:

THE EAST 62 FEET OF LOT 77 AND THE LAST 62 FEET OF LOT 76 IN CHARLES J. HULL'S SUBDIVISION OF BLOCK 52 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Index Number 14-33-317-045 All FNO M

TOGETHER with all the improvements now or hereafter erected on the property, and all ease nexts rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter acts include to the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a lease noise are herein referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to hortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, a lojec to any mortgages, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring here goe's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows:

- Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgageo under the Agreement and paragraph 1 hereof shall be applied by Mortgages first in payment of amounts payable to Mortgagee by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding vincipal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a refund of the uncarned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the mothod of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

This document prepared by:

88107508

Stebbins Nelson, Esq.

50 S. La Salle Street Chicago, Illinois 60675

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- 3. Charges; Liens. Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgager shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazurd Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within 'he 'orm "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagoe (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and trine rals thereof shall be in form acceptable to Mortgagoe and shall include a standard mortgago clause in favor of and in form acceptable to Mortgagoe. Fior gagor shall promptly furnish to Mortgagoe all renewal notices and all receipts for paid premiums. In the event of loss, Mortgagor shall give prompt totice to the insurance carrier and Mortgagoe. Mortgagoe may make pro of of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor 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 Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

- 5. Preservation and Maintenance of Property; Planned Leaseholds: Condominiums: Developments. Mortgagor 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. Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor 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 Mortgagee's Security. If Mortgagor falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any

proceeding by or on behalf of a prior mortgages, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent. Mortgages, at Mortgages's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgages's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgager secured by this Mortgage Unless Mortgager and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand 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 Mortgagee to incur any expense or take any action hereunder.

- 7. Inspection. Mortgages may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgages shall give Mortgages notice prior to any such inspection specifying reasonable cause therefor related to Mortgages'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 Mortgages. 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 Mortgagor. In the event of 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 Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor has offered to make an award o settle a claim for damages, Mortgagor fails to respond to Mortgagoe within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Afur gages and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount use under the Agreement or change the amount of such payments.

- 9. Mortgagor P. C. Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgagor granted by Mortgagee to any successor in Interest of the Mortgagor shall operate to indeaed in any manner, the liability of the original Mortgagor and Mortgagor in successors in interest. Mortgagee shall not be required to commence proceedings a rainst such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successors in Interest.
- 10. For ebearance by Mortgagee flut a Waiver. Any forebearance by Mortgagee in exercising any light or remedy under the Agreement, hereunder, or otherwise afforded by conlicable 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 Mortgagee shall not be a waiver of Mortgagee'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 Mortgages and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor 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 Mortgagee'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, Mortgagee, 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 Mortgagor provided for in this

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Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee 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 Agreement conflicts with applicable laws, 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 this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.
- Mortgagor's Copy, hortgagor 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. To the extent permitted by law, if all or any part of the known or an interest therein, including without limitation any part of any bandicial interest in any trust holding title to the Property, is sold or transfered by Mortgagor without Mortgagoe's prior written consent, Mortgagor may, at Mortgagoe's option, declars all the sums secured by this Mortgago to be immediately due and payable.
- 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Agreement), and shail and not only presently existing indebtedness under the Agreement but for future advances, whether such advances are obligatory or to be made at the ortion of Mortgages, or otherwise, as are made within 20 years from the late 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 principal balance of indebtedness secured hereby lincluding disbursements that Mortgagee may make under this Mortgage, the Agreement, or any other document with respect theretol at any one time outstanding shall not exceed the Maximum Credit Amount, 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 to the extent of the maximum amount accured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.
- 18. Conversion to Installment Loan. Pursuant to the Agreement, Mortgages 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 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.

19. Acceleration; Remedies. Upon Mortgager's breach of any coverant or agreement of Mortgagor 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, Mortgagee, at Mortgagee'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; provided that Mortgages shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's abandonment of the Property or other extreme circumstances). Mortgagee 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.

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.

20. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor 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 judicial sale. Mortgagee, 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 Mortgagee of 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' and then to the sums secured by this Mortgage. Mortgage and the receiver, shall be liable to account only for those rents actually received.

- 21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgage shall release this Mortgage without lineage to Mortgagor. Mortgagee shall pay all costs of recordation of the release, if any.
- 22. Waiver of Ec. nestead. To the extent permitted by law, Mortgagor hereby releases and vaives all rights under and by virtue of the homestead exemption large of Illinois.

IN WITNESS WHEREOF, Mortgago has executed this Mortgage.

American National Ban's and Trust Company of Chicago as Trustee under Trust Agreement dated August 14, 1985 and known as Trust #65240 Mortgagor

Mortgagor

Jackson Jackson

State of Illinois County of LORETTA M. SOVIE	Tentames and conditions contained in new photocolour to the local about to the tentament beautiful and which he can have a few photocolours and an artist feet and the local and the loc	Alpean to ment in the son of the transmiss of the F and made a part helant .	<u> </u>
certify that SUZANNE G. BAK	p interior	appeared before	county and state, do hereby e me this day in person, and free and voluntary act, for
My commission expires	"OFFICIAL SEAL"	Ella 2.81	wurki
Mail To: The Northern Trust Company Attn: Joanne Cashmore B-5 50 South LaSalle Street Chicago, Illinois 50675	Lore to M. Sovienski Notar, Public, State of Illinois My Commission Expires 6/2.788	NOTARY I	PUBLIC

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RIDER TO MORTGAGE

(Land Trust)

March 1 19 88 hetween Mortgager, At	of that certain Equity Credit Line Mortgage dated as of merican National Bank and Trust Company of Chicago, 1985, and known as Trust Number 65240 (herein, any. Mortgagor hereby agrees as follows:
1. The Whereas clause is amended to read as f	ewollc
"Beneficiary"), has/har e intered into The Northern To Statement (the "Agreement") dated March 1 horrow from Bank amounts not to exceed the aggregat "Maximum Credit Amount", the interest thereon, we for in the Agreement. All amounts borrowed under the February 15, 1993, or such later date as Bank to of this Mortgage. Mortgagor has been directed to grain subsequent beneficiary's obligations under the Agreement 2. This Mortgage shall secure Beneficiary's of in the granting clause of this Mortgage and any successful be binding upon the property of the Trust and the	bligations under the Agreement, as more fully set forth a ssor beneficiary's (ies') obligations under the Agreement and a Premises whether Beneficiary or any successor beneficiary.
has the beneficial interest in such property and Prom	() i
IN WITNESS WHEREOF, Mortgagor has exe	cut d this Rider as of, 19
America	as trustee and not individually
	By: Blue Baux
	Its: and 110c
State of Illinois	CY
County of) ss:	
I,	, a Notary Public in and for said county and state, do hereby
certify that	appeared before me this day in person, and acknowledged
purposes therein set forth.	ment as free and voluntary act, for the uses and
Given under my hand and official seal, this	, 19
My commission expires, 19	NOTARY PUBLIC

A. D. 19

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BENEFICIARY'S ADDENDUM TO RIDER

- 1. The undersigned, owning all the beneficial interest in the Trust (as defined in the foregoing Rider) hereby represent(s) and warrant(s) that Mortgagor has full power and authority to execute the Mortgage as security for the Agreement.
- 2. The undersigned agree(s) to cause Mortgagor to comply with all the terms of the Mortgage and shall take any action necessary to cause such compliance. A default by the undersigned under this Addendum to Rider shall constitute a default under Section 8 of the Agreement and paragraph 19 of the Mortgage.
- 3. The undersigned waive(s) any right of homestead that the undersigned may now or hereafter have in the Property or in any beneficial interest therein.
 - 4. All defined terms shall have the meanings ascribed to them in the Mortgage described in the foregoing Rider.

IN WITNESS WHEREOF, the undersigned has/have executed this Addendum to Rider as of

This Merigage is executed by the American National Bar & an I Trust Company of Chicago, not personally but as Trustre as aforesaid in the exercise of the power and authority conferred upon and verted in it as such Trustee (and said American National Bank and aforesaid in the exercise of the power and authority conferred upon and verted in it as such Trustee (and said American National Bank and Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and sgreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said stood and sgreed that nothing herein or in said note contained and interest that may accrue thereon, or any American National Bank and Trust Company of the presence of include herein contained, all such liability, if any, being indebtedness accruing hereunder, and that so far as the First expressly waived by Mortgagee and by every person now or hereafter after the company of Chicago personally are concerned, the legal holder or Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and it said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF Chic. (3c. not personally but as Trustee as afore-said, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, it is corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written-

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO Truites an aid said and not person "OFFICIAL SEAL" Loretta M. Sovienski Notar, Public, State of Ithmois My Commission Expires 6/2//88

STATE OF ILLINOIS COUNTY OF COOK loretta m. sovienski

a Notary Public, in and for said County, in the State aforesaid, SUZANNE G. BAKER ... Vice-President of the AMERICAN NATIONAL BANK

DO HEREBY CERTIFY, that Assistant Secretary of said Company, who are Peter H. Johansen personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes their own iree and voluntary act and as the free and voluntary act of said Company, as structed as affected, of the first said Assistant Secretary then and there as knowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the fee and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this

Lovelle In Sove

Form 1508