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This document prepared by:

West Suburban Bank of  
Carol Stream/Stratford Square  
555 W. Army Trail Road  
Bloomington, IL 60108

88207471

Robert Pauling

## MORTGAGE

THIS HOME EQUITY LINE OF CREDIT is made this 25th day of April, 1988, between the Mortgagor, Michael J. Hughes and Roseanne Hughes, his wife (herein, "Borrower"), and the Mortgagee, WEST SUBURBAN BANK of Carol Stream/Stratford Square, an Illinois banking corporation, with its main banking office at 555 W. Army Trail Road Bloomington, Illinois 60108 (herein, "Lender").

WHEREAS Borrower has entered into a Promissory Note and Line of Credit Agreement (the "Note") dated April 25th, 1988, pursuant to which Borrower may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 25,000.00 (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 836 West Ave., Oak Park, Illinois 60304 (herein "Property Address") legally described as:

Lot 35 in Block 3 in Hill and Chamberlain's Subdivision of the Northwest 1/4 of Lot 6 in the subdivision of Section 18 (except the West 1/2 of the Southwest 1/4 thereof) in Township 39 North, Range 17, East of the Third Principal Meridian, in Cook County, Illinois.

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My Commission Expires 11/13/2020  
Notary Public, State of Illinois  
Linda O'Brien  
"OFFICIAL SEAL"

NOTARY PUBLIC

My commission expires

Given under my hand and official seal, this 22nd day of April, 1988  
purposes therein set forth.  
They signed and delivered the said instrument as  
son(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
ity that Thomas J. Hughes and Rosemary Hughes, his wife, personally known to me to be the same per-  
in Notary Public in and for said county and I do hereby cer-  
Linda O'Brien

State of Illinois }  
County of Cook }  
Borrower (Thomas J. Hughes)  
Borrower (Rosemary Hughes)  
In Witness Whereof, Borrower has executed this Mortgage

summed, for the indebtedness hereby secured.  
not release the Mortgage or any C to Maker, surety or guarantor of the indebtedness secured hereby from personal liability, it as-  
modifications or change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage,  
ness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions,  
23. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebted-

22. Notwithstanding anything to the contrary in section 18 of this Mortgage or in the State, the Lender shall notify the Bor-  
rower at least 30 days prior to instituting any action leading to re-possession or foreclosure (except in the case of the Borrower's aban-  
donment of the Property or other extreme circumstances).

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

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 public 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.

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.  
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 col-  
lect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of document-  
ary evidence, abstracts, and title reports.

amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments  
ferred to as the maximum amount secured hereby. This Mortgage shall be valid and have priority to the extent of the maximum re-  
special assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereafter re-  
one time outstanding shall not exceed the Credit Limit, plus interest thereon, and any disbursements made for payment of taxes,  
bursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any  
registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby (including dis-  
be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's of-  
although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage, shall  
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

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**6. 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, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt 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 reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable 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 damage, 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 of 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 9.

**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

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