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HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 16th day of June, 1988, between the Mortgagor, William Franklin McMahon and Deborah Jon McMahon, his Wife (herein "Borrower"), and the Mortgeree, Harris Bank Wilmette, National Association whose address is 1701 Sheridan Road, Wilmette, Illinois 60091 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Wilmette, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated June 15, 1988, pursuant to which Borrower may from time to time until June 16, 1995 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 25,000.00 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 June 16, 1995 (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 June 16, 1995 (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:

THE EAST 50 FEET OF LOT 3 IN BLOCK 10 IN GAGES' ADDITION TO WILMETTE, A SUBDIVISION IN FRACTIONAL SECTIONS 27 AND 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A JUNIOR MORTGAGE

Permanent Index Number 05-27-301-008

which has the address of 1319 Chestnut, Wilmette, Illinois 60091 (herein "Property Address");

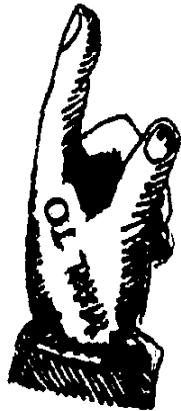
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements 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 household estate if this Mortgage is on a household) are herein referred to as the "Property."

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16009 SIGN 1771, 3113W710

HARRIS BANK WILMETTE
• • • HERIDAN ROAD
H. U. BOX 340



100

1701 Sheridan Road
Wilmette, Illinois 60091

Harrts Bank Witmette

This instrument prepared by

SOCIAL COUNTY RECORDS

286482-88-X 2 # 99204

14447 TRAN 0622 96/30/98 15:47:00

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T9-1d'W

City Commission Expires 12/22/80
Fictional Name: Sticks of Millions
Case No.: 10 CASG
"CITY CIVIL SEALS"

Nursery Public

MY COMMISSION EXPRESSES

1. LORI K. CASE
, Notary Public in and for
, said county and state, do hereby certify that William Franklin McMahon and Deborah Jon McMahon, his wife
, personally known to me to be the same person(s) whose name(s) are subscribered to the foregoing instrument, appeared
, before me this day in person and acknowledged that he / she uses and purposed the herein set forth.
Signed and delivered the said instrument as their
base and voluntary act, on the 16th day of June 1988
Given under my hand and seal, this 16th day of June 1988

STATE OF ILLINOIS COOK COUNTY

Borrower _____ **Type of Borrower Name** _____

Type of Print Name _____

IN WITNESSES WHEREOF, BODGARDER has executed this message.

IN WITNESS WHEREOF, Boarder has executed this Mortgage

any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

13. Loan Charges. If the loan secured by this Mortgage is subject to law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected and/or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

14. 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 22. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 18.

15. 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.

16. Governing Law; Severability. This Mortgage shall be governed by Federal Law and 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.

17. 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.

18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein 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, 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

19. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 14 or 18.

20. 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 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 percent of the Maximum Credit, plus interest thereon and any disbursements which the Lender is authorized to make under this Mortgage or the Agreement (e.g., 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.

21. 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.

22. 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.

23. 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 22 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 22 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.

24. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

25. Captions for Convenience Only. 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.

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

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The framework provided in this document may be used to consider this methodology, as well as other methodologies, to fit our unique needs.

Morphyage.

11.0 **FORBIDDENCE BY LAW.** No part of this Agreement or the performance of any provision hereunder shall not be a waiver of the right of remedy by either party under any applicable law.

payment due under the Agreement or change the amount of such payment.

deeds, al Lender's option, either to restore all or a portion of the Property or to the sums secured by this Mortgage.

If the Property is abandoned by Borrower, or if, after notice to Borrower to make an award or settle a claim for taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

7. Inspectors—Lender may make or cause to be made reasonable entries upon and inspections of the Property provided that Lender shall give Borrower

The Agreement will be binding upon the parties from the date of its execution by all of the parties.

Any amounts disbursed by Lender pursuant to this Paragraph G, with interest thereon, shall become due and payable upon notice from Borrower to Lender to Borrower and Lender agree to other terms of payment, such amounts shall be payable to Lender.

mortgagee, wherein domain, insolvencies, code annullments or proceedings in law, a bankrupt or decedent, then Lender's mortgage, upon notice to Borrower may make such apppellances, disburse such sums and take such action as is necessary to protect Lender's interest.

6. Protection of Lender's Security: Borrower fails to perform the covenants and agreements set forth in this Mortgage, or fails to pay any amount due under this Mortgage, Lender may take such action as it deems necessary to protect its interest in the Mortgaged Property.

coercion and threats of violence. The core members of such collectives were often former members of the armed forces.

Agencies shall provide for the preparation of a memorandum of understanding or memorandum of agreement in a unit development plan, if a unit development plan is adopted by the board of directors of a condominium corporation, and shall file the same with the appropriate government authority.

5. Preservation and Maintenance of Property: Landowners shall keep the Property in good repair and shall not commit waste or permit damage to the same or to any part of the same.

permits due under the Agreement, or change the amount, if under payment, by Lender, all rights little and interest of Borrower in and to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale

The date notice is mailed by Lender to Borrower is the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds as lender's option either to restore or repair or to the sum secured by this mortgage.

such reparation or repair is economically feasible and the security of this Mortgage is not thereby impaired, if such restriction or repair is not economic, reasonably necessary to the preservation of the property, or would be unduly burdensome to the Borrower, the Lender may apply to the court for an injunction restraining the Borrower from making such repair or payment.

useful coverage provided, (ii) a lender shall not require that amount of coverage exceeded that amount of coverage required to pay the sum secured by title Mortgages and any other mortgages on the Property.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards in-
the property or any part thereof.

1111 So long as Borrower shall agree in writing to the payment of the principal amount secured by such lien in a manner acceptable to Lender, or shall in good faith commence such action, Lender may proceed to foreclose its interest in the property, provided, that Borrower shall not be required to do so unless it fails to pay the amount due under the instrument of conveyance.

and by the little insurance policy remaining under his property, which he has paid for in full, and which will be available to him in case of any emergency.

3. Charges: Lenses, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions affilable to the Property.

2. Application of Payment Laws Unless otherwise provided by law, payment shall be governed by the laws of the state or territory where the services were performed.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Cover Agreement and agrees as follows:

that Borrower covisualizes that Borrower is lawfully seized of the assets hereby conveyed and has the right to manage, grant and convey the property and that Borrower is lawfully entitled to receive the proceeds of sale of the property.