FIRST CREDIT EQUITY LINE MORTOAGE

88351867

THIS MORTOAGE ("Security Instrument") is given on AUGUST 4, 1988 The mortgagor is CRAIG M. KANTER AND BARBARA KANTER, HIS WIFE

LOT 1 IN THE GARDENS A SUBDIVISION OF WEST 1/2 OF FRACTIONAL SECTION 33 TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN VILLAGE OF WILMETTE IN COOK COUNTY, ILLINOIS

which has the address of 2033 CENTRAL AVENUE WILMETTE (Street) (City)

| City Code (City) (City)

TOGETHER WITH all the improvements now or hereafter elected on the property, and all ensements, rights, appartenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate bereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. There is a print mortgage from Borrower to CHICAGO TITLE AND TRUST COMPANY that FEB. 23.

COVEMANTS. Bossower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when the principal of and interest on the debt evidenced by the Agreement.
- 2. Application of Payments. All payments received by Lender shall be applied to the annual Ico, interest due, and then, to principal.
- 3. Chargest Lions. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain princity over this Security Instrument, and leasehold payments or ground reats, if any. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Leader receipts evidencing the payments.

8835186

Proberty of Cook County Clerk's Office

Borrower shall promptly dischargs any lien which has priority over this Security Instrument other than the prior mortgage described above, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. <u>Hazard Insurance</u>. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage" and any other hazard for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All issurance policies and renewals shall be acceptable to Lender and shall include a standard nortgage clause, subject only to the rights of a prior mortgage, if any. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is conomically feasible and Lender's security is not lessened. If the restoration or repair is not economically feas'ole or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may affect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property: Leaseholds. Borrower shall not desiroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower fail. to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's action may include paying they sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Borrower shall faithfully and fully comply with and abide by every term, covenant and condition of any prior mortgage or mortgages presently encumbering the property. A default or delinquency under any prior mortgage or mortgages shall automatically and immediately constitute a default under this Security Instrument. Lender is expressly authorized at its option to advance all sums necessary to keep any prior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 6 of this Security Instrument. Borrower agrees not to make any agreement with the holder of any prior mortgage that in any way shall modify, change, after or extend any of the terms or conditions of that prior mortgage nor shall Borrower request or accept any future advances under that prior mortgage, without the express written consent of Lender.

Property of County Clark's Office

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 7. <u>Inspection</u> Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. Condemnation The proceeds of any neard of claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Leader.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender of ervise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and aroly the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

- 9. <u>Borrower Not Released: Perbentance by Lender Not a Waiver</u>, fixtension of the time for payment, or modification of a nortization of the sums secured by this Security Instrument granted by Lender to any energister in interest of Borrower, shall not operate to release the liability of the original forcewer or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearince by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 10. Successors and Assigns Bound: low and Several Liability: Co-signets. The covenants and agreements of this Security Instrument shall bind and benefit the successors, assigns, helrs, executors and administrators of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument but to mortgage, grant and convey that Borrower's interest in the Property under the terms c. his Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extent, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.
- 11. Loan Charges If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so due the interest or other loan charges collected or to be collected in connection with the local exceed the permitted limits, then: (a) any such loan charge shall be reduced by the annount excessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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.
- 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 Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18. If Lender exercises this option Lender shall take the steps specified in the second paragraph of paragraph 16.
- 13. Notice Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

Property of County Clerk's Office

first class mail to Lender's address stated herein (Attention: Loan Department) or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 14. Governing Law: Soverability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provisions. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 15. Borrower's Copy Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.
- 16. Transfer of the Property: Due on Sale. If all or any part of the Property or any interest in it is said or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is problished by federal law as of the date of this Security Instrument.
- If Lenge, exercises this option, Lender shall give Borrower notice of acceleration. The notice shall grovide 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 Security Instrument. If Borrower tails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 17. Regrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have efforcement of this Security Instrument discontinued at any time prior to the entry of a jungment enforcing this Security instrument. Those conditions are that Borrower: (a) pays Lende. all sums which then would be due under this Security instrument 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 Security Instrument, including, but not limited in, casenable atterneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this security Instrument, Lender's rights in the Property and Borrover's obligation to pay the sums secured by this Security Instrument shall continue unchanged, and (c) not use this provision more than once. Upon reinstatement by Borrower, this Security Instrument 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 12 or 16.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

18. ACCELERATION: REMEDIES LENDER SHALL GIVE NOTICE. TO BORROWER PRIOR TO ACCELERATION FOLLOWING BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCELERATION UNDER PARAGRAPHS 12 AND 16 UNLESS APPLICABLE LAW PROVIDES OTHERWISE) OR THE AGREEMENT. THE NOTICE SHALL SPECIFY: (A) THE DEPAULT; (B) THE ACTION REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NUTCE IS CIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THAT PAILURE TO CURR THE DEPAULT ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS SECURITY INSTRUMENT, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NONEXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE DEFAULT IS NOT CURED, ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS OPTION, MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT BY JUDICIAL PROCEEDING. LENDER SHALL BE BRITTLED TO COLLECT ALL EXPENSES INCURRED IN LEGAL PROCEEDINGS PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 18, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF TITLE EVIDENCE.

Topenty of Cook County Clerk's Office

- 19. <u>Lender in Possession</u>. Upon acceleration under paragraph 18 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. Any 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 Security Instrument.
- 20. Release Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
- 21. Waiver of Homestead. Borrower waives all right of Homestead exemption in the property.
- 22. Fiders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreen en s of this Security Instrument as If the rider(s) were a part of this Security Instrument.

BY SIGNING PELOW, Borrower accepts and agrees to the terms and covenants contained	d in
this Security in rement, and in any rider(s) executed by Borrower and recorded with i	
Cuy by Knute - Borrower .	
CRAIG M. KANTER	
Backace Kante, Borrower .	•
BARBARA KANTER	
STATE OF ILLINOIS,COOKCounty ss:	
ALAN D. WEEL a Hotary Public in and for said county state do hereby certify that CRAIG M. YAUTER AND BARBARA KANIER. HIS WIE personally known to me to be the same person (s) whose name(s) are subscribed to oregoing instrument, appeared before me this day in person and acknowledged they signed and delivered the said instrument, as their free and voluntary or the uses and purposes therein set forth. Biven under my hand and official seal, this the day of (605) 19 19 11 19	the that
Martte: Notary Public	
This instrument was prepared by: Charles A. Greenstein, 6401 N. Lincoln Avenue Lincolnwood, Illinois 60645	
ent Estato Permanent Tax Number: 05-33-117-064-0000"	··-

OFFICIAL SEAL ALAN D. WEEL Notary Public, State of Obnois My Commission Expires 12/8/90

BOX 333 - TH

Stopperty of Cook County Clerk's Office