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HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 19th day of August, 1988, between the Mortgagor, Harris Bank Winnetka N.A., Not Personally, But as Trustee (herein "Borrower"), and the U/T/A dated 7/25/86, known as Trust #L-3514 Mortgagee, Harris Bank Winnetka, National Association whose address is 520 Green Bay Road, Winnetka, Illinois 60093 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Winnetka, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated August 19, 1988, pursuant to which Borrower may from time to time until August 19, 1995 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 15,000.00----- 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 August 19, 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 August 19, 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:

Lot 13 in Block 2 in Harlem Park Subdivision No. 1, a Subdivision of the South West fractional quarter of Section 7, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 311 Nordica Glenview, IL 60025 (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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

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11-27-89
MY COMMISSION EXPIRES ON

Notary Public.

day of Aug 1989
Given under my hand and Notary Seal this 23

bank, for the uses and purposes herein set forth,
as this own free and voluntary act, and as the free and voluntary act of said
said Bank, did and this said corporation seal of said Bank to said instrument
which and there acknowledged that it, as a condition of the corporation seal of
the instrument described above set forth, and the said Secretary did also
own free and voluntary act, and as the free and voluntary act of said Bank,
and acknowledged that it, signed and delivered this said instrument as that
President and Secretary respectively, appearing before me this day in person
wishes, names and addresses to the foregoing instrument as such Vice-
Secretary of said Bank, personally known to me to be the same persons
and A. O. Hause

Vice President of HARTRIS BANK WINNETKA, N.A.
Hendry County, Illinois Attest S. W. C.
A Notary Public in and for said County, in the State aforesaid, do

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TRUST NO. L-1574
HARTRIS BANK WINNETKA, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER

CLAINING BY, THROUGH, OR UNDER THEM,
EXCLUSIVELY MAILED AND RECEIVED BY ALL PARTIES HERETO, AND THOSE
INPLIED, AND SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY
UNDERTAKING OR AGREEMENT HEREBY CONTRACTED, FUTURE EXPRESSSED OR
AGENCY SATID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY
IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSUMED OR ENFORCED
SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY
TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS
BLINDING THE TRUSTEE PERSONALLY, OR EXECUTED AND DELIVERED BY THE
UNDERTAKINGS AND AGREEMENTS HERELI MADE, ARE MADE AND INTENDED NOT AS PERSONAL
AGREEMENTS HERELI MADE, THAT EACH AND ALL OF THE UNDERTAKINGS AND
NOTWITHSTANDING, THAT EACH AND ALL OF THE CONTRACTARY
AGREED BY THE PARTIES HERETO, ANYTHING HERELI TO THIS CONTRACTARY
HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND
EXECUTED AND DELIVERED BY BANK TRUSTEE, NOT IN ITS INDIVIDUAL,
CAPACITY, BUT SOLELY AS BANK TRUSTEE, NOT IN ITS INDIVIDUAL,

State of Illinois
County of Cook
} ss.
} I, Fay L. Eubank,
} Attest
} Attest S. W. C.
} Attest S. W. C.

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

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and ~~leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property.~~ Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that Borrowing shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazard Insurance.** 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.
The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.
All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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 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 Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance 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 any payments due under the Agreement, or change the amount of such payment. If under paragraph 22 hereof the Property is acquired by Lender, all right, title and interest of Borrower 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 Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower 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, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower 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 Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought 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 attorneys' 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 notice from Lender to Borrower requesting payment thereof, 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 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 therefor 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 or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, 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 any payment due under the Agreement or change the amount of such payment.
- 9. Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not 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 any term of the Agreement or this Mortgage 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 or 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. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. 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 18 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement (a) is co-signing this Mortgage only to Mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage (b) is not personally

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13. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that this Mortgage affords a right to the holder of the note to collect interest in amounts exceeding 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 the permitted limits will be refunded to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Agreement or by making a partial repayment without any preparation charge under this Agreement.
14. **Liquidation After Default.** Rights. If an attempt of application of applicable laws has the effect of rendering any provision of this Agreement or any accommodation with regard to the terms of this Mortgage unenforceable according to its terms, Lender, and (b) any notice to Borrower as provided herein, Any notice provided for in this Agreement shall be given by mailing such notice by certified mail, addressed to Borrower at the property address of the Borrower, 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 this Agreement to have been given to Borrower or Lender when given in the manner designated by notice to Lender as provided herein, and (b) any notice to Lender may designate as Lender to Borrower a provision designed to Lender by notice to another as provided in this Agreement.
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 deemed to have been given to Lender by notice to Lender as provided herein, Any notice provided for in this Agreement shall be given by mailing such notice by certified mail, addressed to Lender, and (b) any notice to Lender may designate as Lender to Borrower a provision designed to Lender by notice to another as provided in this Agreement.
16. **Governing Law; Severability.** This Mortgage shall be governed by Federal law and the provisions of the State of Illinois. In the event that any provision of this Mortgage car be given effect without the conflicting provision, and to this and the provisions of the Mortgage and the Agreement are declared to be severable.
17. **Borrower's Copy.** Borrower shall be furnished a copy of the Agreement and of this Mortgage at the time of execution or after recording.
18. **Transfer of the Property; Assumption.** If all or any part of the Property of an interest therein is sold or transferred for a beneficial interest in Bor- rower is sold or transferred to this Mortgagee, (a) the transferor shall provide all the services of a trustee for a period of not less than 30 days from the date the notice is delivered or mailed, Lender shall give Borrower notice of further notice or demand on Borrower.
19. **Borrower's Right to Remodel.** However, if the entity of a judgment, suit or action against this Mortgagee, Borrower shall have the right to have enforcement of this Mortgage delayed until pursuant to the Agreement such loan is converted to an installiment loan, and shall secure a revolving credit loan, unless and until pursued to the case of acceleration of the loan.
20. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan, unless and until pursued to the Agreement such ad- vances are due at the option of the Lender, or otherwise made on the date of the execution of this Mortgage, although there may be no advance made within 20 years from the date hereof, to the same extent as if to an installiment loan, and shall secure a revolving credit loan, unless and until pursued to the case of acceleration of the loan.
21. **Conversion to Installment Loan.** Pursuant to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedness to pay when due any sums secured by this Mortgage, Lender 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 this Agreement, but not limited to, reasonable expenses by judicial sale, 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 paid due, all rents collected by Lender or the receiver shall be applied first to pay realty taxes, fees, and costs of management, fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents ac- tually received.
22. **Acceleration of Rents.** Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge.
23. **Assumption of Rents.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower, Lender in Possession, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect the rents as they became due and payable.
24. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge.
25. **Capitulations for Conveniences Only.** The capitulations and headings of this paragraghe are for convenience only and are not to be used to interfere with the provisions hereof.
26. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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LAND TRUST RIDER TO HOME LINE CREDIT MORTGAGE

This Rider is dated August 19, 1988 and is a part of and amends and supplements the Home Line Credit Mortgage ("Mortgage") of the same date executed by the undersigned ("Trustee") to secure a Home Line Credit Agreement ("Agreement") of the same date to Harris Bank Winnetka, a national banking association ("Bank"). The Mortgage covers the property described in the Mortgage and located at:

311 Nordica Glenview, IL 60025

The Trustee agrees that the Mortgage is amended and supplemented to read as follows:

- A) The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such rights is classified as real or personal property.
- B) The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Bank's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Bank's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests. Sale or transfer shall exclude (i) the creation of a lien or encumbrance subordinate to this Mortgage; (ii) the creation of a purchase money security interest for household appliances; or (iii) transfer by devise, descent, or by operation of law upon the death of a joint tenant.
- C) The Trustee warrants that it possesses full power and authority to execute the Mortgage and the Agreement.
- D) The Mortgage is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust No. L-3514. The Trustee is not personally liable on the Agreement secured by the Mortgage, nor is Trustee liable for (i) any indebtedness arising pursuant to the terms of the Mortgage; or (ii) the performance of any covenant, either express or implied contained in the Mortgage. All such liability, if any, is hereby expressly waived by Bank.

*Harris Bank Winnetka, not personally
but as Trustee of Trust L-3514*

By: Holly A. Head
Trustee Trust Officer

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