

MORTGAGE TO SECURE AN EQUITY SOURCE ACCOUNT AGREEMENT

444-093-6750

This Instrument was prepared by: HELEN DEANOVICH

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CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago Illinois 60603 Telephone (312) 977-5000

Box 109

AFTER RECORDING RETURN TO: CITICORP SAVINGS OF ILLINOIS EQUITY SOURCE OFFICE 22 WEST MADISON SUITE 1202 CHICAGO, IL 60602

\$16.00

THIS MORTGAGE ("Mortgage") is made this 15th day of September 19 89 between Mortgagor, WILLIAM K BOTTOMLEY, DIVORCED AND NOT SINCE RE-MARRIED

herein "Borrower") and the Mortgagee, Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is One South Dearborn Street, Chicago, Illinois 60603; herein "Lender").

WHEREAS, Borrower is indebted to Lender pursuant to an Equity Source Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial Interest in the land trust holding title to the property ("Security Agreement"), in the principal sum of FORTY

FIVE THOUSAND AND 00/100 (\$45,000.00) U.S. dollars, (Borrower's "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of interest, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for ten (10) years from the date hereof, thereafter, for periodic installment payments of 1/240 of the Outstanding Principal Balance, interest, optional credit life and/or disability insurance premium, and miscellaneous fees and charges for twenty (20) years; all such sums, if not sooner paid, being due and payable approximately thirty (30) years from the date hereof.

To secure to Lender (a) the repayment of the indebtedness evidenced by 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 the Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 7 hereof, (such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "future advances"), and (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of Lender and Borrower that all such Loans made after the date hereof enjoy the same priority and security hereby created as if all such Loans had been made on the date hereof); and (d) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, Borrower does hereby mortgage, grant, convey and warrant (unless Borrower be an Illinois land trust, in which case Borrower mortgages, grants, conveys and quit claims) to Lender the following described property located in the County of COOK and State of Illinois:

THE WEST 50 FEET OF LOT 26 IN KINGS FIELDS BEING A SUBDIVISION OF THOSE PARTS OF LOTS 2, 3 AND 4 LYING WEST OF THE CENTER LINE OF RIDGE AVENUE OF BARBARA WAGNER'S SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 50 ACRES OF THE NORTH 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, RECORDED AS DOCUMENT 2340670 IN BOOK 68 OF PLATS, PAGE 22, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS

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P.I.N. No. 05-28-304-003

which has the address of 2033 CHESTNUT (street), WILMETTE (city), ILLINOIS 60091 (state and zip code), 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "property".

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 the property is unencumbered, except for encumbrances of record. Borrower, unless Borrower is an Illinois land trust, warrants and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

Borrower acknowledges that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest rate, and that Lender may, prior to the maturity of the Agreement, reduce the Available Line of Credit and/or require repayment of the total balance outstanding under the Agreement.

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment, Term, Rate, and Finance Charges

(A) Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest accrued on the indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by the Agreement, the Security Agreement, or by this Mortgage.

2 of 2 RE: Title Guaranty C-35388

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(b) **Line of Credit Loan.** This Mortgage secures a line of credit loan Agreement. Borrower will enjoy access to that line of credit during the first one hundred twenty one (121) Billing Cycles assigned to Borrower's Account. Each Billing Cycle will be approximately one month. Borrower's initial Billing Cycle may be less than one month. The revolving line of credit term of the Agreement is therefore approximately ten (10) years long. Borrower agrees to repay the principal amount of the loans advanced during the revolving line of credit term of the Agreement during the twenty (20) years commencing at the close of the revolving line of credit term. This repayment term is referred to herein and in the Agreement as the "Closed-End Repayment Term". The total term of the Agreement secured by this Mortgage is therefore approximately thirty (30) years.

(c) **Agreed Periodic Payments.** During the revolving line of credit term and for the one hundred twenty one (121) Billing Cycles, Borrower agrees to pay on or before the payment due date shown on each periodic Billing Statement the minimum payment due as the sum of the following charges: (1) Finance Charges; (2) premiums for optional Credit Life and/or Disability Insurance; (3) the Annual Fee; (4) all other fees and charges now and hereinafter imposed by the Agreement except taxes and charges charged to Borrower's Account at the inception of the Agreement as permitted by Paragraphs 1(b) and (c) of the Agreement; (5) principal necessary to reduce the Outstanding Balance of Borrower's account to the Borrower's Credit Limit; and (6) any past due payments. The payment due date for each Billing Cycle is approximately twenty five (25) days after the date shown on each Periodic Billing Statement a minimum payment due computed in the same way as above, plus 1/2 (1/2)th of Borrower's initial Closed-End Principal Balance (The Principal Balance Due from Borrower to Lender at the end of the revolving line of credit term).

(d) **Interest During the Revolving Line of Credit Term.** Borrower agrees to pay interest on a "Finance Charge" as determined by the Agreement, on the Outstanding Principal Balance of Borrower's Equity Source Account during the revolving line of credit term as determined by the Agreement.

The rate of interest ("Annual Percentage Rate") will be determined and will vary based upon a "Reference Rate" (This Reference Rate shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal. If any such Reference Rate includes the prime rate or base rate of interest quoted by Citibank, N.A., the Reference Rate, if necessary, will be adjusted to negate such inclusion. The Reference Rate is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Banks. In the event more than one Reference Rate is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply (unless that lowest rate is due solely to a rate quoted by Citibank, N.A. for such applicable day, in which event the next lowest rate shall apply). In the event such a Reference Rate ceases to be published by the Wall Street Journal, the Reference Rate shall be the average of the quoted base rates on corporate loans at the five largest National Banks in the United States measured by total of assets, such measurement to be taken annually on the last business day of each preceding calendar year. At no time will Citibank, N.A. be considered one of the five largest National Banks. In the event such bank's case to quote a base rate, Citibank will select a comparable Reference Rate outside its control and readily verifiable by Borrowers.

The Reference Rate so determined shall be effective for any Billing Cycle that begins in that month. However, the Reference Rate effective for Borrower's initial Billing Cycle shall be determined in one of two ways. If Borrower's initial Billing Cycle begins in the same month as the effective date of this Agreement, the Reference Rate shall be the one determined on the first business day of the month in which the effective date of this Agreement occurs.

Borrower rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of One and 3/4 percent (1.750%) for the applicable Billing Cycle.

Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate (the "Daily Periodic Rate" is the Annual Percentage Rate applicable to that Billing Cycle, divided by 360) to the Daily Principal Balance on Borrower's Equity Source Account for each day of the Billing Cycle in which there is an Outstanding Principal Balance during the Closed-End Term on the Outstanding Principal Balance of Borrower's Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the full Outstanding Principal Balance has been paid. Borrower's Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the periodic Billing Statement for Borrower's (the Hundred Twenty-First (121st) Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "Initial Closed-End Principal Balance". If Borrower has used Equity Source Account checks that have not been posted to Borrower's account as of the Conversion Date, and those checks are subsequently paid by Lender, Borrower's initial Closed-End Principal Balance will be increased on subsequent periodic Billing Statements to reflect such loans.

The rate of interest ("Annual Percentage Rate") during the Closed-End Repayment Term will be determined and will vary based upon the Reference Rate described in the Agreement and in Paragraph 1(b) hereof.

The "Current Reference Rate" is the most recent Reference Rate available sixty (60) days prior to each "Change Date" (defined below). Each day on which the interest rate effective during the Closed-End Repayment Term may change, and the first day of the Closed-End Repayment Term, is a "Change Date". Interest rate changes during the Closed-End Repayment Term may occur on the first day of the month every twelve (12) months thereafter.

One and 3/4 percent (1.750%) (on each succeeding Change Date, Lender will determine the Current Reference Rate and the new interest rate will be equal to the Current Reference Rate, plus the Margin. Each new interest rate will become effective with each Change Date, and will be reflected in the payment due immediately after that Change Date.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the payment due date under the Agreement and the sum ("Funds") equal to one-twelfth of (1/12) the yearly taxes and assessments which may attach to this Mortgage; (d) yearly household payments or ground rents on the property, if any; (e) yearly hazard insurance premiums; and (e) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds on the basis of current data and reasonable estimates of future escrow items.

(f) **Line of Credit Loan.** This Mortgage secures a line of credit loan Agreement. Borrower will enjoy access to that line of credit during the first one hundred twenty one (121) Billing Cycles assigned to Borrower's Account. Each Billing Cycle will be approximately one month. Borrower's initial Billing Cycle may be less than one month. The revolving line of credit term of the Agreement is therefore approximately ten (10) years long. Borrower agrees to repay the principal amount of the loans advanced during the revolving line of credit term of the Agreement during the twenty (20) years commencing at the close of the revolving line of credit term. This repayment term is referred to herein and in the Agreement as the "Closed-End Repayment Term". The total term of the Agreement secured by this Mortgage is therefore approximately thirty (30) years.

(g) **Agreed Periodic Payments.** During the revolving line of credit term and for the one hundred twenty one (121) Billing Cycles, Borrower agrees to pay on or before the payment due date shown on each periodic Billing Statement the minimum payment due as the sum of the following charges: (1) Finance Charges; (2) premiums for optional Credit Life and/or Disability Insurance; (3) the Annual Fee; (4) all other fees and charges now and hereinafter imposed by the Agreement except taxes and charges charged to Borrower's Account at the inception of the Agreement as permitted by Paragraphs 1(b) and (c) of the Agreement; (5) principal necessary to reduce the Outstanding Balance of Borrower's account to the Borrower's Credit Limit; and (6) any past due payments. The payment due date for each Billing Cycle is approximately twenty five (25) days after the date shown on each Periodic Billing Statement a minimum payment due computed in the same way as above, plus 1/2 (1/2)th of Borrower's initial Closed-End Principal Balance (The Principal Balance Due from Borrower to Lender at the end of the revolving line of credit term).

(h) **Interest During the Revolving Line of Credit Term.** Borrower agrees to pay interest on a "Finance Charge" as determined by the Agreement, on the Outstanding Principal Balance of Borrower's Equity Source Account during the revolving line of credit term as determined by the Agreement.

The rate of interest ("Annual Percentage Rate") shall be the Reference Rate plus a "Margin" of One and 3/4 percent (1.750%) for the applicable Billing Cycle.

Finance Charges will be assessed on a daily basis by applying the Daily Periodic Rate (the "Daily Periodic Rate" is the Annual Percentage Rate applicable to that Billing Cycle, divided by 360) to the Daily Principal Balance on Borrower's Equity Source Account for each day of the Billing Cycle in which there is an Outstanding Principal Balance during the Closed-End Term on the Outstanding Principal Balance of Borrower's Equity Source Account which has not been paid beginning on the day after the Conversion Date and continuing until the full Outstanding Principal Balance has been paid. Borrower's Outstanding Principal Balance at the beginning of the Closed-End Repayment Term is that sum disclosed on the periodic Billing Statement for Borrower's (the Hundred Twenty-First (121st) Billing Cycle as the Outstanding Principal Balance and is referred to herein as the "Initial Closed-End Principal Balance". If Borrower has used Equity Source Account checks that have not been posted to Borrower's account as of the Conversion Date, and those checks are subsequently paid by Lender, Borrower's initial Closed-End Principal Balance will be increased on subsequent periodic Billing Statements to reflect such loans.

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FORM 8888-10-13

MORTGAGE TO SECURE AN EQUITY SOURCE ACCOUNT AND OTHER

9. **Preservation and Maintenance of Property; Laches.** Borrower shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage 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.

If under paragraph 20, 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 Mortgage immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 20, 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 Mortgage immediately prior to the acquisition.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause 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 renewals. In the event of loss, Borrower shall promptly give 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 damages, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Insurance carrier or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

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7. Protection of Lender's Rights in the Property; Mortgage Insurance. If borrower fails to perform the covenants and agreements contained in this Mortgage, 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 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 any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate provided in the Agreement and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. 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. 9. Condemnation. The proceeds of any award or 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 Lender.

In the event of a total taking of the property, the proceeds shall be applied to sums secured by this Mortgage, 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 otherwise agree in writing, the sums secured by this Mortgage 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 condemnor offers to make an award or settlement, a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Reinsurance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower's successor 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 Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any enforcement by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successor and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement under the terms of this Mortgage (a) is co-signing, grant and convey that Borrower's interest in the property under the terms of this Mortgage (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

12. Loan Charges. If the Agreement secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected 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 limits; and (b) any sums already collected from Borrower which exceed the 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.

13. Limitation 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, in its option, may enforce immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 20.

14. Notice. Any notice to Borrower provided for in this Mortgage 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Sovereignty. This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. 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. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Agreement and of this Mortgage. 17. Prior Mortgages. Borrower covenants and agrees to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the property which has or may have priority over this Mortgage, including specifically, but not limited to, timely making the payments of principal and interest due hereunder. Failure of Borrower to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security instruments shall constitute a default under this Mortgage, and Lender may invoke the remedies specified in paragraph 20 hereof.

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18. **Default.**

(a) The occurrence of any of the following events shall constitute a default by Borrower under this Mortgage Agreement: (1) failure to pay when due any sum of money under the Mortgage, or in the Security Agreement; (2) failure to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in the Agreement, the Mortgage, or in the Security Agreement which is required to be performed, kept or observed by Borrower; (3) occurrence of a default or an event of default under any agreement, instrument, or document before, now or at any time hereafter delivered by or on Borrower's behalf to Lender; (4) occurrence of a default or an event of default under any agreement, instrument, or document before, now or at any time hereafter delivered to Lender by any guarantor of Borrower's obligations under the Mortgage, or the Security Agreement; (5) if the property that is the subject of this Mortgage, or the beneficial interest in any land trust holding title to that property, is attached, seized, or subject to a writ of distress warrant, or is levied upon or becomes subject to any lien or comes within possession of any receiver, trustee, custodian or assignee for benefit of creditors, or if such property or beneficial interest is encumbered or suffers such an encumbrance or claim of lien except such encumbrances that are expressly subordinate to this Mortgage; (6) the filing of any petition under any Section or Chapter of the Bankruptcy Reform Act of 1978 or any similar law by Borrower or against Borrower and such petition is not dismissed within 30 days; or if Borrower shall be declared incompetent, or if a conservator shall be appointed for any or all of Borrower's assets, including the property; (7) Borrower default in, or an action is filed alleging a default in any other obligation of Borrower to creditors other than Lender; (8) Lender receives actual knowledge that Borrower made any material misrepresentation or omitted any material information in the Agreement, Mortgage, the Security Agreement, or in Borrower's application for the Agreement.

(b) If Borrower is in default under the Agreement or this Mortgage, Lender may require Borrower to pay immediately the principal balance outstanding, any and all interest, Borrower may owe on that amount, together with all other fees, costs or premiums charged to Borrower's account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement as if no default had occurred.

19. **Transfer of Property.** If all or any part of the property, or an interest therein is sold or transferred by Borrower or if the beneficial interest or any part thereof in any land trust holding title to the property is assigned, sold or transferred, or if a Borrower or the title holding trust enters into Articles of Agreement for deed or any agreement for installment sale of the property or the beneficial interest in the title holding trust, without Lender's prior written consent, excluding (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three (3) years or less for a term, including an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

20. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under subparagraphs 18(a), (5), (6) or (8) or paragraph 19 unless applicable law provide otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to reinstatement 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 Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and cost of the evidence.

21. **Lender in Possession.** Upon acceleration under paragraph 20 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (or 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 payments 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.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the property.

24. **Trustee Exemption.** If this Mortgage is executed by an Illinois land trust, trustee exercises this Mortgage as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in as such trustee, and it is expressly understood and agreed by the Lender herein and by every person or entity claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any liability on the trustee personally to pay said Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants or implied covenants contained, all or such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Agreement secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Agreement, but this waiver shall in no way affect the personal liability of any individual co-maker or guarantor of said Agreement.

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Commission Expires: _____

Notary Public

Given under my hand and official seal, this _____ day of _____, 19____

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 corporation, as Trustee, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

His (Title) _____

ATTEST:

By: _____ (Title)

not personally but solely as trustee as aforesaid

IF BORROWER IS A TRUSTEE

Commission Expires: _____

Notary Public

Given under my hand and official seal, this _____ day of _____, 19____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

Commission Expires: _____

Notary Public

personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

Individual Borrower

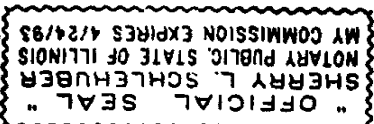
Individual Borrower WILLIAM K BOTTMLEY

IF BORROWER IS AN INDIVIDUAL:

Date: September 15, 1989

Condominium Rider 2-1 Family Rider (Others) [specify]

26. Riders 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 agreements of this Security Instrument as if the riders were a part of this Security Instrument. (Check applicable boxes)



Box 169

4-34-93
STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

894453758

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