

EQUITY LINE MORTGAGE

89-191-139

THE ABOVE SPACE FOR RECORDER'S USE ONLY

This MORTGAGE is made this 14TH day of OCTOBER, 19 89, between Jerry M. Lane and Brenda J. Lane, his wife (here in referred to as "Borrower") and FIRST SECURITY BANK OF WOOD DALE, an Illinois corporation doing business in Wood Dale, Illinois (hereinafter referred to as "Lender").

THAT WHEREAS, Borrower executed an Equity Line Note (the "Note"), whereby Borrower is indebted to Lender in the principal sum of THIRTY THOUSAND AND NO/100 Dollars (\$ 30,000.00), ("Credit Limit"), or so much of that sum as may be advanced pursuant to The First Security Bank of Wood Dale Equity Line Agreement and Disclosure Statement (the "Agreement").

NOW, THEREFORE, Borrower to secure the payment of the indebtedness evidenced by the Note, including, but not limited to, the obligatory future advances ("Future Advances") described in Paragraph 15 hereof, and the payment of all other sums advanced in accordance with the terms of this Mortgage, Borrower does hereby grant, mortgage and convey unto the lender, its successor and assigns, the following described Real Estate in the County of DuPage and the State of Illinois, to wit:

Lot 2279 in Elk Grove Village Section 7, Being a Subdivision in Section 33, Township 41 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 959 Ridge Ave., Elk Grove Village, IL. 60087

DEPT-01 RECORDING \$12.25
742222 TRAN 3539 10/17/89 15:25:00
42744 + 8 * - 89 - 49 1439
COOK COUNTY RECORDER

08-33-221-015

89-191-139

Prepared by Ron Teiwes for First Security Bank of Wood Dale 372 Wood Dale Rd. Wood Dale, IL.

which with the property hereinafter described, is referred to herein as the "Premises". Together with all improvements thereon and which may hereafter be erected or placed thereon and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Lender as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, ice boxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in renting and operating an unfinished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage, and all the estate, right, title or interest of the said Borrower in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged.

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appurtenant or belonging unto the Lender, its successors and assigns, forever, for the purposes herein set forth and for the security of the said Note hereinafter described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Borrower does hereby expressly release and waive.

In addition, the Borrower covenants with the Lender as follows:

- 1. Borrower shall promptly pay when due without set-off, recoupment, or deduction, the principal of and interest of the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal and interest of any Future Advances secured by this Mortgage.
2. All payments received by Lender under the Note and Paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Note, late charges, then to any annual charge or insurance premium that is due and/or all other fees and charges, and then to principal of the Note, including any amounts considered as added thereto under the terms hereof.
3. Borrower shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Lender; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
4. Borrower shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish Lender duplicate receipt therefor. To prevent default hereunder, Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest.
5. Borrower shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full indebtedness secured hereby, all in companies satisfactory to the Lender, under 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 Premises damaged, provided said restoration or repair is 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 premises are abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date the 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 Premises or to the sums secured by the Mortgage.

Handwritten signature/initials

RE TITLE SERVICES # 710-536

UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

FIRST SECURITY BANK OF WOOD DALE
372 WOOD DALE RD
WOOD DALE, ILL. 60191

MAIL TO:



6. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, in the event of a taking, partial or otherwise, of the Premises, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the premises are abandoned by Borrower, or if after notice by Lender to Borrower that the condemnor offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within thirty (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 Premises or to the sums secured by this Mortgage. Unless monthly payments referred to in Paragraph 7 or change the amount of such payments.

7. In the event that the Borrower fails to make any payment or perform any act hereinbefore set forth, the Lender may, but need not, make said payment or perform said act in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title claim thereof, or redeem from any tax or forfeiture affecting said premises or content any tax or assessment, and all moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other monies advanced by Lender to protect the mortgage premises and the lien hereof, plus reasonable compensation to Lender for such matters concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate payable on the principal outstanding under this Note. Inaction of Lender shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Borrower.

8. The lender making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. If all or any part of the Premises or an interest is sold or transferred, or contracted to be sold or transferred, whether by operation of law voluntarily or otherwise, 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 (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, and without notice to Borrower, declare all sums secured by this Mortgage to be immediately due and payable. Lender is hereby authorized to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds to the loan hereby secured.

10. At the option of Lender, and without notice to Borrower, all unpaid indebtedness secured by this Mortgage may be declared due and payable immediately in the case of death of the Borrower, the nonpayment of any amount due under the terms of the Note, a breach of any agreement or condition of the Mortgage, or a violation of any of the terms and conditions of the Agreement.

11. When the lender hereby secured shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof. If any part of the lien hereof is foreclosed, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses incurred by Lender for attorney's fees, Lender's fees, appraiser's fees, surveyor's fees, and expenses for documentary and expedient charges, photographer's charges, publication costs and costs (which may be estimated as to them to be expended after entry of decree of foreclosure) all such abstracts of title, title searches and examination, guarantee policies, foreign certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate payable on the principal under this Note, when paid or incurred by Lender in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness or any other security secured; (b) proceedings for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; (c) proceedings for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Note; fourth, all principal and interest remaining unpaid on other liabilities of Borrower to Lender; fifth, any unpaid sums due to Borrower, its successors or assigns, as their rights may appear.

13. Lender shall have the right to inspect the title, location, extent, or condition to the premises, or shall be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, not be liable for any acts or omissions hereon, except in case of its own gross negligence or misconduct or that of the agents or employees of the Lender, and it may require indemnities satisfactory to it before exercising any power herein given.

14. The holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time to time for a period of five (5) years from the date of the Note, unless the amount requested when added to the then outstanding principal balance would exceed the Credit Limit, or there shall then exist a default under the terms of the Note. Mortgage, or there shall then exist a federal, state or local insurable interest in law or ordinance or a decision by a tribunal which reasonably affects the priority or validity of the Note or this Mortgage, or the Borrower shall no longer own the Premises, or the Borrower is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage and the lien thereof by proper instrument, with a presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

17. The Mortgage and all provisions hereof, shall extend to and be binding upon Borrower and all persons claiming under or through Borrower, whether or not such persons shall have executed the Note or the Mortgage.

18. The Borrower hereby waives any and all rights of redemption from sale under order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person except decree or judgment creditor of the Borrower, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

IN WITNESS WHEREOF, the undersigned has executed this Mortgage on the day and year first above written.

STATE OF ILLINOIS)
COUNTY OF DECATUR) SS:)
JERRY M. LAINE)
BRENDA J. LAINE)
Notary Public in and for said County, in the state aforesaid.
DO HEREBY CERTIFY that JERRY M. LAINE and BRENDA J. LAINE, his wife, are personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she) they signed and delivered the said instrument as (his/hers) (their) own free and voluntary act, and they possess therein set forth.

Official Seal -
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/28/92
9/25/92

Notary Signature
day of OCTOBER 1989

101-1033