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(a) Notwithstanding anything in this Section 1 to the contrary, the Borrower shall be in compliance with this section if the Borrower pays the Funds to the holder of the Senior Indenture (as defined in Section 1.8 below), if any, under an agreement which requires the Funds to be applied in a manner consistent with the terms of this section.

(d) The Funds are pledged as additional security for the sums secured by this Mortgage. Upon Termination and the payment in full of the Revolving Credit and all other obligations secured hereby, Lender shall promptly refund to Borrower any Funds held by Lender. At any time after the occurrence of an Event of Default under the Revolving Credit Agreement or under this Mortgage (an "Event of Default"), Lender may apply any Funds then held by Lender as a credit against the sums secured by this Mortgage.

(c) If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, and insurance premiums shall exceed the amount required to pay said taxes, assessments and insurance premiums as they fall due, such excess, shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on future monthly installments of Funds, if the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

(b) The Funds shall be held by Lender. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may charge a fee, unless prohibited by law, for so holding and applying the Funds, any such fee, assessment and insurance premiums. Lender shall give to Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made.

(a) Upon request by Lender, Borrower shall pay to Lender on or before the day each Minimum Payment under the Revolving Credit Agreement is due hereunder, until Termination and the payment in full of the Revolving Credit (as Termination and Revolving Credit are defined in the Revolving Credit Agreement) and all other obligations secured hereby by the "Funds" equal to 1/12th of the yearly taxes and assessments which may accrue over this Mortgage, plus 1/12th of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills of reasonable estimates thereof.

1. FUNDS FOR TAXES AND INSURANCE.

which has the address of 2400 N. Lakeview #2404, Chicago, IL 60614 (the "Property"), together with all improvements thereon, whether now or hereafter made or created, 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 said Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property.

DEPT-01
141111 TRAM 7739 11/13/89 13:32:00
43889 ÷ A * -89-539222
COOK COUNTY RECORDER

14-28-372-038-1227

#7133

See attached

THE MORTGAGE
To secure to Lender (a) the repayment of the indebtedness evidenced by the Revolving Credit Loan Agreement and Disclosure Statement dated October 18, 1989 between Borrower and Lender ("Revolving Credit Agreement") up to the maximum amount of \$ 5,000.00 (the "Credit Limit"), together with interest thereon and all renewals, replacements, extensions and modifications; (b) the performance and observance of the covenants and agreements of this Borrower contained in the Revolving Credit Agreement and the Mortgage; and (c) the payment of all of the sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, for consideration paid, Borrower does hereby mortgage, grant and convey to Lender, with Mortgage Covenants and with power of sale, the Property, (further described below, located in the City) (Town) of Chicago Cook County of Illinois;

Agreement dated as of October 18, 1989 by and among the Home Owners Savings Bank, F.S.B. ("Lender") having its principal place of business at 225 West Cavour Avenue, Fergus Falls, Minnesota 56537 and Mark A. Stein and Judith C. Stein, husband and wife ("Borrower") of 2400 N. Lakeview #2404, Chicago, IL 60614

2. CHARGES: LIENS. The Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage in the manner provided under Section 1 above, or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided that Borrower 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.

3. HAZARD INSURANCE.

(a) 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.

(b) The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, which approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under Section 1 above, and if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

(c) 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. Lender shall have the right to hold the policies and renewals thereof, and 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.

(d) Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, provided that in Lender's sole judgement such restoration or repair is economically feasible or the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or the security of this Mortgage would be impaired, as determined by the Lender in its discretion, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. Upon the occurrence of an Event of Default, or 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 and is hereby granted a power of attorney, deemed to be coupled with an interest, to negotiate a settlement of such claim on behalf of Borrower and 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.

(e) Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of subsequent Minimum Payments. Upon the occurrence of an Event of Default, 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 shall pass to Lender to the extent of the sums secured by this Mortgage.

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

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUM; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property as Borrower's principal residence, in good repair and shall not commit waste or permit impairment or deterioration of the Property. 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 bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by the 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 The Revolving Credit Agreement as if the rider were a part hereof.

6. PROTECTION OF LENDER'S SECURITY.

(a) If Borrower fails to perform the covenants and agreements contained in this Mortgage and the Revolving Credit Agreement, or if any action or proceeding is commenced which has a material adverse effect upon Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Lender, at Lender's option, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest in the Property, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

(b) Any amounts disbursed by Lender pursuant to this Section 6 shall bear interest from the date of disbursement at the Interest Rate stated in the Revolving Credit Agreement (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under such law) and 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 demand. Nothing contained in this Mortgage shall require Lender to incur any expenses 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.

(a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other

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become due and payable.

(a) As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to accrual of the Mortgage of the Property, have the right to collect and retain such rents as they

17. ASSIGNMENT OF RENTS; LENDER IN POSSESSION

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 Section 15 unless applicable law provides 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 invoke the power of sale and any other remedies permitted by applicable law, including foreclosure by judicial proceeding. Lender shall be entitled to collect all reasonable cost and expenses incurred in pursuing the remedies provided in this Section 16, including, but not limited to, reasonable attorneys' fees.

16. ACCELERATION; REMEDIES. Upon the occurrence of an Event of Default, as defined in the Revolving Credit Agreement, or as otherwise provided in this Mortgage, in addition to any remedies provided in the Revolving Credit Agreement, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender may invoke any remedies permitted by this Mortgage or the Revolving Credit Agreement or by applicable law.

15. TRANSFER OF THE PROPERTY; EVENT OF DEFAULT. The sale or transfer by the Borrower of all or any part of the Property or an interest therein without Lender's prior written consent, which consent Lender may withhold in its sole discretion, 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 who is not the sole Borrower hereunder or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, shall constitute an additional Event of Default.

14. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this mortgage.

13. GOVERNING LAW; SEVERABILITY. In the event that any provision or clause of this Mortgage or the Revolving Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or Revolving Credit Agreement which can be given effect without the conflicting provision. To this end the provisions of the Mortgage and the Revolving Credit Agreement are declared to be severable.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note; (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 obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions thereof.

11. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy granted by this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

9. BORROWER NOT RELEASED. 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, 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

(d) Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal pursuant to this section shall not extend or postpone the due date of subsequent Minimum Payments as required by the Revolving Credit Agreement.

(c) Upon the occurrence of an Event of Default, or 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 and is hereby granted a power of attorney, deemed to be coupled with an interest, to negotiate a settlement of such claim on behalf of Borrower, and 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.

(b) Unless otherwise agreed by the Lender and the Borrower, in writing, 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.

taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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(b) Upon or after the occurrence of an Event of Default, or upon such acceleration or upon the abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the Lender or 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 attorney fees, and then to the sums otherwise secured by this Mortgage. Such amounts shall also be secured by this Mortgage as if they were advanced at Borrower's request under this Mortgage. Lender shall be liable to account only for those rents actually received.

18. SENIOR LIEN. This mortgage is subject of a prior mortgage from Mark A. Stein and Judith C. Stein to Knutson Mortgage Corporation and filed June 3, 1988, recorded in the office of the (County Recorder) (Registrar of Titles) for Cook (County), in Book , Page , filed as Document No. 88240780, and securing an original principal sum of \$ 152,000.00 (herein, the Senior Lien). Borrower represents and warrants that there is presently an outstanding principal balance secured by the Senior Lien which is equal to or less than said original principal sum, and that the Senior Lien is not in default and that no event has occurred which, solely with the passage of time or giving of notice, or both, will cause the Senior Lien to be in default and that no breach of covenant of the Senior Lien exists or will occur as a result of Borrower's execution of this Mortgage.

19. COVENANTS REGARDING SENIOR LIEN.

(a) Borrower shall not modify, amend, extend, refinance or renew the Senior Lien, or the debt or any other obligation secured by the Senior Lien; and, the Borrower shall not cause or permit the balance of the debt secured by the Senior Lien to be increased, without the prior written consent of the holder hereof;

(b) Any default under the Senior Lien or the obligations secured thereby, of which default Lender has knowledge, shall be an Event of Default under the Revolving Credit Agreement and this Mortgage, and the Lender shall be entitled (but not obligated) to cure said default and amounts advanced hereunder, shall be subject to the provisions of Section 6 above.

20. REVOLVING CREDIT. It is understood that this Mortgage secures the committed revolving line of credit set forth in the Revolving Credit Agreement, and that from time to time the outstanding balance of loans made under said credit may change and may, at one or more times during the term of this Mortgage Agreement, be zero.

Notwithstanding such fact, it is the intention of the Lender and the Borrower that the Mortgage granted hereby shall be and remain superior to any and all liens hereafter made or placed against the Property and such priority shall have effect with respect to all advances made under the Revolving Credit Agreement to Borrower. It is understood that Lender shall have the right but not the obligation, to give the requisite notice to Borrower of an event which, with notice and/or the passage of time, would become an Event of Default, if not cured.

21. AMENDMENT OF CREDIT AGREEMENT. It is understood that this Mortgage is part of and incorporated in the Revolving Credit Agreement between Borrower and Lender and that no Amendment, renewal, modification or extension of said agreement shall affect the enforceability or priority of this Mortgage which shall act as security for said agreement as amended, renewed, modified or extended.

22. FINANCING STATEMENT. This Mortgage is intended to obtain the benefits of a Security Agreement and to be filed in lieu of a Financing Statement.

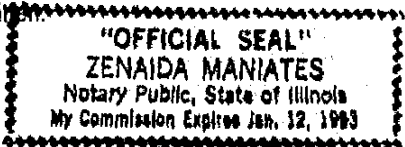
23. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the Property.

By signing below, Borrower accepts and agrees to the terms and covenants contained in the Open-End Mortgage as of the date and year first above-written.

X Mark A. Stein
(Borrower) Mark A. Stein
X Judith A. Stein
(Borrower) Judith A. Stein

Witness the execution hereof under seal as of the day and the year first above-written.

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)



885660212

On this 18th day of October, 1989, then personally appeared before me, Mark A. Stein and Judith A. Stein, to me personally known, who, being duly sworn, acknowledge the foregoing to be (his) (her) free act and deed, before me. husband and wife

This Mortgage was prepared by:

Home Owners Savings Bank, F.S.B.
8400 Normandale Lake Blvd. Suite 200
Bloomington, MN 55437

Zenaida Maniates
Notary Public

Legal Description:

PARCEL 1:

Unit 2404 in the 2400 Lakeview Condominium as delineated on survey of certain lots or parts thereof and part of a private alley in Baird's Lincoln Park Addition to Chicago, a subdivision in the Southeast corner of the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (hereinafter referred to as Parcel which survey is attached an Exhibit A to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a National Banking Association, as Trustee under Trust Agreement dated October 1, 1973 and known as Trust number 32452 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document number 22583611 together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by grant recorded August 15, 1891 as Document number 1520807 for the passageway over the East 12 feet of Lot 8 (except the East 6 feet of Lot 8 lying West of and adjoining said Lots 1 and 3 in Andrew E. Leicht's Subdivision of Lots 9 and 10 in Baird's Lincoln Avenue Addition to Chicago, being a subdivision in the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Easement for the benefit of Parcel 1 as created by grant recorded August 15, 1891 as Document number 1520807 for the passageway over the East 12 feet of Lot 8 (except the East 6 feet of Lot 8 lying West and adjoining Lot 2 in the Subdivision of Lots 1 and 2 in Andrew E. Leicht's Subdivision of Lots 9 and 10 in Baird's Lincoln Park Addition to Chicago, a subdivision of the Southwest 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Property of Cook County Clerk's Office

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Box 145