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MORTGAGE

\$16.00

SWTC 3501-89C 12/11

This Mortgage dated as of March 10, 1988 is entered into between Donald I. Singer and Ann M. Singer, his wife as joint tenants whose address is 5040 Wright Terrace, Skokie, IL 60077 (the "Mortgagor") and First American Bank, an Illinois banking corporation (the "Mortgagee").

Whereas the Mortgagor is indebted to the Mortgagee in the principal sum of Fifty Thousand and 00/100---- Dollars (\$50,000.00), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, whichever is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. In no event during the term of this Agreement will the interest rate exceed 18 percent (18%). The Mortgagee will provide the Mortgagor with a final payment notice at least 90 days before the final payment is due. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to billed and unpaid credit life insurance premiums, the annual fee and other fees and charges, if any, billed under the Agreement, next to any amounts advanced by the Bank under the Mortgage or other Security Agreement, next to loans in excess of the Maximum Credit, if any, next to billed and unpaid interest, next to the principal of outstanding loans, next to any accrued and unbilled credit life insurance premiums and then to accrued and unbilled interest.

To secure the payment 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 this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of ILLINOIS, to wit:

LOT 28 IN COLBY'S SKOKIE SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE EAST 3/4 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILROAD (EXCEPT THE WEST 33 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

1988 MAR 10 11 59 AM '88

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Commonly known as 5040 Wright Terrace, Skokie, IL 60077
PIN: 10-21-217-023-0000

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, water heaters, (all of which are intended

Mail to: Box 424

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A. (1) To pay the indebtedness and the interest thereon as stated in said agreement or according to any agreement extending the term of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish mortgages, liens, requisites, duplicate receipts, water charges, and sewer service charges against the Property (including those heretofore due) for the purpose of this equipment; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazard included within the term "extended coverage" and such other hazards as the mortgagee may require, and to provide public liability insurance and such other insurance as the mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full term hereof, in such corporation and in such form as shall be satisfactory to the mortgagee; such insurance policies shall contain with the mortgagee during said period or periods, and contain the usual clauses making them payable to the mortgagee, and in case of foreclosure shall be payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionman, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the mortgagee is authorized to adjust, collect and compromise, in his discretion, all claims thereunder and to execute and deliver on behalf of the mortgagee all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the mortgagee for such purposes, and the mortgagee as authorized to apply the proceeds of any insurance claim to the satisfaction of the Property or upon the indebtedness hereby secured in his discretion, but monthly payments shall continue until and including the date of completion of the improvements and restoration of buildings and improvements after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any laws if this mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-law, regulation, and covenants governing the Property if the mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any encumbrance to exist on the Property nor to diminish or impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (10) Not to make, suffer or permit the willful encumbrance of the mortgage being that had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise provided hereunder; (11) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the Property; (12) To appear in and defend any proceeding which in the opinion of the mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage; and (13) To perform all obligations under any prior mortgage or other encumbrance which is senior to this mortgage and affecting the Property.

THE MORTGAGOR COVENANTS:

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said mortgagee does hereby release and waive.

to be and no hereby declared to be a part of said real estate without physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate (or leasehold estate if this mortgage is on a leasehold) are hereby related to an entirety. The mortgagee is hereby subrogated to the rights of all mortgages, beneficiaries and others paid off by the proceeds of the Agreement hereby secured.

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G. That upon the commencement of any foreclosure proceeding hereunder, the court in which the suit is filed may, at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without regard to the priority of the Mortgagee or the then value of the Property, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver or place the Mortgagee in possession of the Property with power to manage and rent and to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Property, including the expenses of such receivership, or on any deficiency judgment whether there be a judgment in personam therefor or not, and if the Mortgagee is placed in possession or if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of the Property shall be nullified by the appointment or entry in possession of the Mortgagee or a receiver, but he may effect to terminate any lease (other than the lease hereof, and upon the foreclosure of the Property, there shall be allowed and included as an additional indebtedness in the judgment of sale all expenditures and expenses together with interest thereon at the rate of 12% per annum or at the rate under the Act hereof, whichever is higher, which may be paid or incurred by or on behalf of Mortgagees for attorneys' fees, Mortgagee's fees, appraiser's fees, surveyor's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, photographic costs, publication costs and costs (which may be estimated as to and include items to be expended after the way of the judgment, including attorneys' fees) procuring all abstracts of title, title searches, title examinations and reports like insurance policies. Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such judgment the due title to or value of the Property, all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagee in connection with (a) any proceeding, including probate or bankruptcy proceeding to which all or part hereof shall be a party by reason of this Mortgage or the agreement hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the Property or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of the Property the net proceeds therefrom shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof, the interest due thereon up to the time of such sale, and the surplus, if any shall be paid to the Mortgagee, and the purchaser shall not be obliged to see to the application of the purchase money.

H. That in case the Property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any of the Property taken or for damages to any of the property not taken and all condemnation compensation so received shall forthwith be applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any of the Property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee or his assignee.

I. That all easements, rents, issues and profits of the Property are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of the Property, or any part thereof, whether said lease or agreement is written or verbal, and if in the intention hereof (a) to pledge said rents, issues and profits on a parity with the Property and not secondarily and such pledge shall not be deemed merged in any foreclosure judgment, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such rents and agreements and all the aforesaid items, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate the Property, or any part thereof, make loans for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regulations of whom owned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ willing agents or other employees, allow or repair the Property, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessarily for any purpose herein stated to secure and advance a lien in hereby created on the Property and on the income

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of March, 1989

(SEAL) *Frank M. Kelly*

(SEAL) *Arnold F. Kelly*

11. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

Mortgage and the Agreement are declared to be severable.

12. This Mortgage shall be governed by the law of the State of Illinois. 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, and to the extent the provisions of the Mortgage and the Agreement are declared to be severable.

13. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagee provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagee at the Property address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or Mortgagee's address when given in the manner designated herein.

14. Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

15. That each right, power and remedy contained by this Mortgage or the Agreement upon the Mortgage is cumulative of every other right or power of the Mortgage, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that whenever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion hereof arises.

16. Mortgagee's possession commences on the date of recording of this Mortgage, and shall continue until the mortgage is paid in full or until the delivery of a deed pursuant to a judgment enforcing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to release or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. Any suit against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph shall not be maintainable unless commenced within sixty days after recording of this Mortgage, or within sixty days after the date of the judgment or decree in any such suit, whichever is later. Mortgagee shall, however, have the discretionary power at any time to release or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. Any suit against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph shall not be maintainable unless commenced within sixty days after recording of this Mortgage, or within sixty days after the date of the judgment or decree in any such suit, whichever is later.

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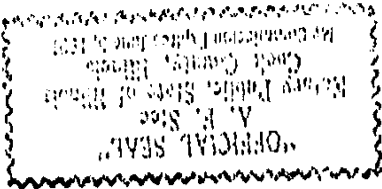
Property of Cook County Clerk's Office

Karen R. Haugabrook
First American Bank
4949 Old Orchard Rd.
Skokie, IL 60077

THIS INSTRUMENT PREPARED BY:

My commission expires June 5, 1991

Notary Public



[Handwritten Signature]

GIVEN under my hand and Notarial Seal this 15 day of March, 1989.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald L. Singer and Ann M. Singer personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Mortgage as Wife and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

STATE OF ILLINOIS
COUNTY OF COOK) SS.

his wife

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therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply, in its sole discretion, any balance of income not needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any judgment of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a judgment in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income received. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. Any suit against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph shall not be sustainable unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

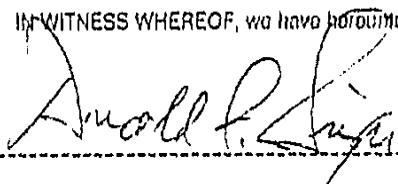
K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

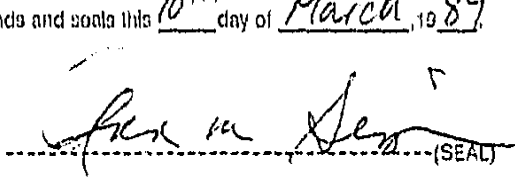
L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. 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, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10TH day of March, 1989.


 _____ (SEAL)


 _____ (SEAL)

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