

# UNOFFICIAL COPY

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872-02-696

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## HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 21st day of April, 1989, between the Mortgagor, Michael Morrissey and Flavia Morrissey, his wife (herein "Borrower"), and the Mortgagor, Harris Trust and Savings Bank, an Illinois banking corporation whose address is 111 West Monroe Street, Chicago, Illinois 60690 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated April 21, 1989, pursuant to which Borrower may from time to time until April 21, 2009 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 100,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After AD 11 21, 1994 (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by April 21, 2009 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 3 IN BLOCK 12 IN SALINGER AND HUBBARD'S KENILWORTH BOULEVARD ADDITION TO OAK PARK SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-06-116-015

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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1039 Woodbine, Oak Park, IL 60302

which has the address of \_\_\_\_\_  
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property, (or household estate if this Mortgage is on a household) are herein referred to as the "Properties".

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REC'D  
BENEFITS

CHICAGO, ILLINOIS 60680  
111 West Monroe Street

This instrument prepared by:

Wade J. O.

CONSUMER LOAN SERVICES DIVISION - Harry's Trust and Savings Bank

NOTARY PUBLIC  
KIT MCPHEETERS  
"OFFICIAL SEAL"  
COMMISSION EXPIRES 6/17  
NOTARY PUBLIC STATE OF ILLINOIS

My Commission Expires 6/17/89

ss

Given under my hand and no oral seal, this 23 day of October 1989,  
free and voluntary act, for the uses and purposes herein set forth.  
before me this day in person and acknowledged that he  
signed and delivered the said instrument as  
permitted by law to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument. I further  
certify that the said county and state do hereby certify that the  
said county and state do hereby certify that the  
MICHAELE MORTISSAY and FLAVIA MORTISSAY, his wife  
and Notary Public in and for  
the State of Illinois  
COUNTY OF COOK  
STATE OF ILLINOIS  
TYPE OR PRINT NAME  
FLAVIA MORTISSAY  
MICHAEL MORTISSAY  
BORROWER

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BORROWER

IN WITNESS WHEREOF Borrower has executed this Mortgage

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

## Covenants. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

**3. Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and household payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, provided, that 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.

**4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 19 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Development.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

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

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

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22. Waiver of Mortgagor. Borrower hereby waives all right of homestead exemption in this Proprietary.
21. Release. Under payment of all sums secured by this Mortgage and termination of the Agreement under which this Mortgage was held without charge to Borrower, Lender shall pay all costs of recordation, if any.
20. Mortgagor. Any holder of this Mortgage or any other term of this Agreement or holder of the Agreement may exercise all rights under this Mortgage, notwithstanding any provision to the contrary contained in any instrument of conveyance or otherwise.
19. Borrower Not Released. Extension of the time for payment of modification of any other term of this Mortgage granted by Lender Not a Waiver. Any holder in exercising any right or remedy under this Agreement or otherwise, shall not be required to release the original Borrower and Borrower's successors in interest.
18. Borrowers and Assignees Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereto.
17. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the address set forth in the original Mortgage, or (b) any notice to Lender provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Lender at the address set forth in the original Mortgage.
16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transfer of control of the original Borrower and Lender may be valid and sufficient to give title to the transferee under the laws of the state or territory where the original Borrower and Lender resided at the time of sale, or if the original Borrower and Lender die, transfer of control to the transferee under the laws of the state or territory where the original Borrower and Lender resided at the time of death, or if the original Borrower and Lender are incapacitated, transfer of control to the transferee under the laws of the state or territory where the original Borrower and Lender resided at the time of incapacity.
15. Borrower's Copy. Borrower shall be furnished a copy of the Agreement and of this Mortgage at the time of execution of either to be delivered to him or his attorney in fact.
14. Governing Law; Severability. This Mortgage shall be governed by the law of the state in which it was executed or by the law of the state in which it was delivered to Lender, notwithstanding any provision of this Mortgage or clause 10 to the contrary.
13. Mortgagor. Except for any notice required under applicable law to be given in another manner, (a) any notice to Lender provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Lender at the address set forth in the original Mortgage, or (b) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the address set forth in the original Mortgage.
12. Successors and Assignees. All covenants and agreements provided in this Mortgage are distinct and cumulative to any other right of remedy under this Mortgage.
11. Remedies Cumulative. All remedies provided in this Mortgage are exercisable concurrently, independently or successively.
10. Mortgagor Not a Waiver. Any holder in exercising any right or remedy under the Agreement or otherwise, shall not be a waiver of the exercise of other rights or changes by Lender not to be a waiver of Lender's right to receive, the agreement of Lender to the exercise of other rights or changes by Lender not to be a waiver of Lender's right to succeed to the majority of the instruments of the original Borrower and Borrower's successors in interest.
9. Borrower Not Released. Extension of the time for payment of modification of any other term of 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.
8. Lender to any successor in interest of Borrower shall not be required to release, in any manner, the liability of the original Borrower and Borrower's successors in interest of this Agreement or any provision of the original Borrower and Borrower's successors in interest.
7. Insurancce of the Property; Application of Insurance Proceeds. In the event of loss or damage to the Property, the original Borrower and Borrower's successors in interest shall be entitled to receive the amount of the insurance proceeds, less the amount of any demand made by the original Borrower and Borrower's successors in interest.
6. Mortgagor Not a Waiver. Any holder in exercising any right or remedy under the Agreement or otherwise, shall not be a waiver of the exercise of other rights or changes by Lender not to be a waiver of Lender's right to receive, the agreement of Lender to the exercise of other rights or changes by Lender not to be a waiver of Lender's right to succeed to the majority of the instruments of the original Borrower and Borrower's successors in interest.
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4. Mortgagor Not a Waiver. Any holder in exercising any right or remedy under the Agreement or otherwise, shall not be a waiver of the exercise of other rights or changes by Lender not to be a waiver of Lender's right to receive, the agreement of Lender to the exercise of other rights or changes by Lender not to be a waiver of Lender's right to succeed to the majority of the instruments of the original Borrower and Borrower's successors in interest.
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