

UNOFFICIAL COPY 89205260

This Equity Line of Credit Mortgage is made this 4th day of May 19 89, between the Mortgagor, DAVID E. COHRS and PAULA J. COHRS, his wife

Shore

association whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated May 4

19 89 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 18,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 17 below, and term loans extended to amortize all or part of such revolving loan balance following the expiration or other termination of the revolving period (such revolving and term loans are referred to collectively as "Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the

Agreement on or after May 4, 19 96 together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by May 4

19 89 (the "Final Maturity Date")

To Secure to Lender the repayment of the Loans made 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 139 IN LORD'S MANOR, UNIT NO. 6, BEING A SUBDIVISION OF PART OF LOTS 2, 3 AND 5 of sections 6 AND 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS.

PTN: 05-07-111-006

which has the address of 890 Chippewa Drive, Elgin, Illinois 60120 (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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Borrower covenants that Borrower is lawfully seized of the estate therein 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, declarations, easements 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 of an interest on the Loans made 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 made 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 of Loans 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 attach a priority over this Mortgage, and leasehold 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 with 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 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 18 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 Developments. 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 bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development order is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order 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 attachments 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 action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's 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 therefore related to Lender's interest in the Property.

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Box 31

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OFFICIAL SEAL
Susan M. Markovich
Notary Public, State of Illinois
My Commission Expires Dec. 12, 1992

Notary Public
Susan M. Markovich
May 19 89

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David E. Cohrs and Paula J. Cohrs, his wife
the undersigned
County of Cook
State of Illinois

DAVID E. COHRIS
PAULA J. COHRIS
Borrower
Borrower

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TRAN 11111
10-7-92

- 8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of property, or part thereof, or of any 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.
- 9. Borrower Not Released.** Release of the debt or payment or modification of any other term of the Agreement or this Mortgage granted by Lender to Borrower shall not operate to release or discharge any successor or assignee of the original Borrower and Borrower's successors in interest. Lender shall be deemed to have released or discharged a guarantor or surety of the original Borrower or otherwise modify any term of the Agreement or this Mortgage for reasons of any general release or discharge of any guarantor or surety of the original Borrower or otherwise modify any term of the Agreement or this Mortgage.
- 10. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under this Mortgage or the payment of taxes or other obligations shall not constitute a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative, independently or successively.
- 12. Successors and Assigns Bound and Several Liability; Captions.** The covenants and agreements herein contained shall bind and the obligations hereunder shall be enforceable against the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 13 hereof. All covenants and agreements herein contained shall be enforceable against the successors and assigns of Lender and Borrower.
- 13. Notice.** Any notice or demand or other communication addressed to Borrower at the Property Address or at such other address as Borrower may designate by letter to Lender shall be deemed to have been received by Borrower if it is delivered to the address designated herein. Any notice provided for in this Mortgage shall be deemed to have been received by Lender if it is delivered to the address designated herein.
- 14. Governing Law; Severability.** 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 which can be given effect. Without the conflict, this Mortgage, and the Agreement and the Agreement are declared to be severable.
- 15. Borrower's Copy.** Lender shall be deemed to have provided a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recordation of this Mortgage.
- 16. Transfer of the Property; A Judgment, or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.**
- 17. Reversing Credit.** This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also any future indebtedness which may be incurred by Borrower from time to time. The term of this Mortgage shall be the term of the revolving credit loan and shall include any term loans made by Lender to Borrower to amount to all or part of the revolving credit loan. The term of this Mortgage shall be the term of the revolving credit loan and shall include any term loans made by Lender to Borrower to amount to all or part of the revolving credit loan. The term of this Mortgage shall be the term of the revolving credit loan and shall include any term loans made by Lender to Borrower to amount to all or part of the revolving credit loan.
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- 19. Acceleration; Remedies.** Upon the breach of any covenant or agreement of Borrower or this Mortgage or the Agreement, including the failure to pay when due and payable without delay, Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without delay, and Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without delay, and Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable without delay.
- 20. Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.
- 21. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

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