

**HOME
OWNERS
MAXIMUM
EQUITY
LINE**

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**American National Bank
of Libertyville**

P.O. Box 81201 S Milwaukee Ave Libertyville, Illinois 60048-1825
(312) 816-4000 Member FDIC

**Home Line
Mortgage**

THIS MORTGAGE is made this 4th day of May, 1989 between David Golding and Lynne Golding, his wife in joint tenancy Northbrook, Illinois ("Borrower") and AMERICAN NATIONAL BANK OF LIBERTYVILLE, a national banking association, with offices at 1201 South Milwaukee Avenue, Libertyville, Illinois 60048 ("Bank").

WITNESSETH, that:

Borrower is indebted to Bank in the maximum principal sum of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), ("Principal"), or the aggregate amount of all Advances made by Bank pursuant to that certain Home Line Agreement and Disclosure Statement ("Loan Agreement") between Bank and Borrower of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Home Line Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the principal balance of the indebtedness and all outstanding interest and charges, if not sooner paid or required to be paid pursuant to the Loan Agreement and Mortgage, due and payable five (5) years from the date of this Mortgage. Said Note obligates Borrower to repay, with interest, any and all present and future indebtedness of Borrower for loans and financial accommodations at any time hereafter made or extended up to the Principal. The Note and the Loan Agreement are incorporated herein by reference.

TO SECURE to Bank in (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof, and as to the Note, not only the existing indebtedness but also such future advances as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of execution hereof; (b) the payment of all other sums, with interest, advanced in accordance herewith, to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in COOK County, Illinois hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois: which has the common address of 57 Dunster Circle, Northbrook, Illinois

SEE PAGE FOUR FOR LEGAL DESCRIPTION

("Property Address"); and the permanent index number of:

04-04-305-018

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, insurance and condemnation proceeds, 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 are hereinafter referred to as the "Property".

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 the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a no lien and/or mortgage from Borrower only to:

Sears Mortgage Corporation

dated September 5, 1986 and recorded as document number 86404514.

The Borrower has the right to prepay the principal amount outstanding on the Note, in whole or in part, at any time during the term thereof, without penalty.

COVENANTS. Borrower and Bank covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, together with all other charges imposed under the Loan Agreement.

2. **Funds for Taxes and Insurance.** Upon execution of this Mortgage, Borrower shall evidence to Bank the existence and currency of an insurance and real estate tax reserve as described below, which may be on deposit with Borrower's first mortgage lender. If such a reserve has not been established, and subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly installments of principal and/or interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of the yearly premium in installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

Upon payment in full of all sums secured by this Mortgage, Bank shall promptly refund to Borrower any Funds held by Bank. If under paragraph 17 hereof the property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application, as a credit against the sum secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Bank under the Note, the Loan Agreement and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under this Mortgage, then to any sums advanced by Bank to protect the security of this Mortgage, then to any sums chargeable under the Loan Agreement, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges, Liens.** Borrower shall fully and timely perform all of the Borrower's obligations under any mortgage, deed of trust or other security agreement which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower represents that this is a valid second mortgage and that there is only one other lien on the property prior to this mortgage constituting a first mortgage on the property.

Borrower shall 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 in the manner provided in paragraph 2 hereof, or if not paid in such manner, by Borrower making payment, when due, directly to the taxing or assessing authorities. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank receipts evidencing such payments.

Any act or omission of Borrower which, with the giving of notice or the passage of time, would constitute a default under any prior encumbrance, or under any ground lease to which this mortgage is subordinate, shall be a default under this mortgage. Borrower shall promptly deliver to Bank all notices received of any defaults or events of default under any prior encumbrance or ground lease. Borrower shall also keep the property free from mechanic's or other liens not expressly subordinate to the lien hereof.

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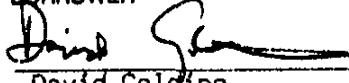
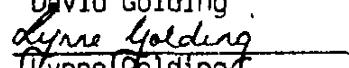
be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Loan Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Loan Agreement, to the extent of the Credit Limit shown in the Note and Loan Agreement, plus all other amounts owing under the Loan Agreement and/or secured by or which may be secured by this Mortgage.

27. Authority to sign, if corporation. The execution of this mortgage has been duly authorized by the Borrower's board of directors.

28. The terms and conditions of all riders attached hereto, if any, are expressly incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Libertyville, Illinois.

BORROWER

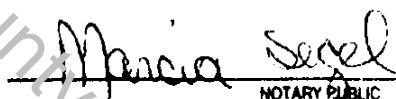

David Golding

Lynne Golding

"THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

STATE OF ILLINOIS)
| SS.
COUNTY OF)

I, Marcia Segel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Golding and Lynne Golding, HIS WIFE, personally known to me to be the same person, whose names are S, (is/are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of May, 19 89.


Marcia Segel

NOTARY PUBLIC

Form 87-392 Bankforms Inc

THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO:

AMERICAN NATIONAL BANK OF LIBERTYVILLE
1201 South Milwaukee Avenue
Libertyville, Illinois 60048
(312) 816-4000

LOT 42 IN DUNSTEN GREEN, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 MAY 15 AM 10:52

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BOX 169

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