

CH 250845

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Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 8th day of May, 1989, between the Mortgagor, James J. McEaney and Patricia McEaney His Wife (herein, "Mortgagor"), and the Mortgagee, Northern Trust Bank/DuPage, an Illinois banking corporation, with its main banking office at 106 Oakbrook Center Mall, Oak Brook, Illinois 60521 (herein, "Mortgagee").

WHEREAS, Mortgagor has entered into Northern Trust Bank/DuPage Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated May 8, 1989, pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal balance of \$ 50,000.00 (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on May 8, 1994, or such later date as Mortgagee shall agree, but in no event more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgagee the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of Cook, State of Illinois, which has the street address of 15319 Royal Fox Hunt Rd. Orland Park, IL., 60462 (herein "Property Address"), legally described as:

Lot 175 in Huguélet's Orland Terrace Unit 5 being a Subdivision of Part of the East 1/2 of the North East 1/4 of Section 15, Township 36 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded December 6, 1972, in Cook County, Illinois. \$13.00

COOK COUNTY RECORDER 89225093

Permanent Index Number 27-15-213-003

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 covered by this Mortgage; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold, are herein referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor 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 Mortgagee's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows:

- 1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a refund of the unearned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

89225093

This document prepared by: Judith L. Chase Banking Officer

106 Oakbrook Center Mall Oak Brook, Illinois 60521

1300

89225093

JUDY L CHASE  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires 12/31/89

Mail To: Northern Trust Bank/DuPage  
Attn: *Patricia A. McNameey*  
105 Oakbrook Center Mall  
Oak Brook, Illinois 60521

My commission expires 12-1-89  
Given under my hand and official seal, this 12 day of November 1989  
acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the use and purpose therein set forth.

I, James J. McNameey and Patricia A. McNameey the undersigned  
County of Illinois  
State of Illinois

Mortgagee Patricia A. McNameey  
Mortgagee James J. McNameey  
*James J. McNameey*  
*Patricia A. McNameey*

16. Conversion to Installment Loan. Pursuant to the Agreement, Mortgagee may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which assessments levied on the Property given priority by law.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Agreement), and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are made within 20 years from the date of the execution of this Mortgage, although there may be no advances made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby including disbursements that Mortgagee may make under this Mortgage, the Agreement, or any other document with respect thereto at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

18. Waiver of Homestead. To the extent permitted by law, Mortgagee hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.

19. Acceleration; Remedies. Upon Mortgagee's breach of any covenant or agreement of Mortgagee in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding, provided that Mortgagee shall notify Mortgagee at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagee's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

20. Assignment of Rent; Appointment of Receiver; Mortgagee's Lien; Priorities. As additional security hereunder, Mortgagee hereby assigns to Mortgagee the rents of the Property, provided that Mortgagee shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagee. Mortgagee shall pay all costs of recording of the release, if any.

22. Waiver of Homestead. To the extent permitted by law, Mortgagee hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage

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# UNOFFICIAL COPY

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3. **Charges:** Lender, Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attach a priority over this Mortgage, less than pay-ments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgage's interest in the Property (the "First Mortgage"), if any. Upon Mortgage's request, Mortgage shall promptly furnish to Borrower receipts evidencing payments of amounts due under this Mortgage. Mortgage shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage, provided that Mortgage shall not be required to discharge any such lien so long as Mortgage shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgage, or shall in good faith contest such lien, or defend to Mortgage, or shall in legal proceedings that operate to prevent the enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Hazard Insurance:** Mortgage shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards as Mortgage may require and in such amounts and for such periods as Mortgage may require, provided that Mortgage shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior items and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgage and approved by Mortgage (which 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 Mortgage and shall include a standard mortgage clause in favor of and in form acceptable to Mortgage. Mortgage shall promptly furnish to Mortgage all renewal notices and all receipts for paid premiums. In the event of loss, Mortgage shall give prompt notice to the insurance carrier and Mortgage. Mortgage may make a proof of loss if not made promptly by Mortgage.

Unless Mortgage and Mortgage otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, as agreed, provided such restoration or repair is economically feasible and the cost 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 Mortgage. If the Property is abandoned by Mortgage or if Mortgage fails to respond to Mortgage within 30 days from the date notice is mailed by Mortgage to Mortgage, that the insurance carrier offers to settle a claim for insurance benefits Mortgage is authorized to collect and apply the insurance proceeds at the sums secured by this Mortgage.

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

5. **Preservation and Maintenance of Property; Lease-hold; Condominium; Planned Unit Development:** Mortgage 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, Mortgage shall perform all of Mortgage's obligations under the declaration or covenant 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, Mortgage shall be executed by Mortgage 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 Mortgagee's Security:** If Mortgage fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgage's interest in the Property, including, but not limited to, any

proceeding by or on behalf of a prior mortgagee, eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgage, at Mortgage's option, upon notice to Mortgage, may make such appropriate disbursements and take such action as is necessary to protect Mortgage's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgage pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgage secured by this Mortgage. Unless Mortgage and Mortgage agree to other terms of payment, such amounts shall be payable upon Mortgage's demand 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 Mortgage to incur any expense or take any action hereunder.

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

8. **Condemnation:** The proceeds of any award or claim for damage, taking of the Property, or part thereof, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Mortgage. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgage. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgage.

If the Property is abandoned by Mortgage, or if after notice by Mortgage to Mortgage that the condormor has offered to make an award or settle a claim for damage, Mortgage is authorized within 30 days after the date such notice is mailed, Mortgage is authorized to collect and apply the proceeds, at Mortgage's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

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

9. **Mortgage or Not Released:** No extension of the time for Mortgage or modification of any other term of the Agreement or this Mortgage granted by Mortgage to any successor in interest of the Mortgagee shall operate to release, in any manner, the liability of the original Mortgagee and Mortgage's successors in interest. Mortgage shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagee and Mortgage's successors in interest. Any forbearance by Mortgage in exercising any right or remedy under the Agreement, heretofore or otherwise effected by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgage shall not be a waiver of Mortgage's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Successors and Assigns Bound; Joint and Several Liability; Captions:** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgage and Mortgage, subject to the provisions of paragraph 16 hereof. All captions and headings of the Mortgage shall be joint and several. 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 hereof.

12. **Legislation Affecting Mortgagee's Rights:** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Mortgage, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.

13. **Notice:** Except for any notice required under applicable law to be