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COOK COUNTY, ILLINOIS
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HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 3rd day of June, 1989, between the Mortgagor, Rostyslaw J. Kutko and Sharlene Kutko, His Wife (herein "Borrower"), and the Mortgagee, Harris Bank Glencoe-Northbrook, National Association whose address is 333 Park Avenue, Glencoe, Illinois 60022 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Glencoe-Northbrook, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated June 3, 1989, pursuant to which Borrower may from time to time until June 3, 1996 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 200,000.00 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 June 3, 1996 (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 June 3, 1996 (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 6 in Owners Subdivision of Lots 1, 2, 3, 4, 5 and 6 in Mulhollands Resubdivision of Block 26 in Glencoe a Subdivision of Sections 5, 6, 7 and 8, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Cook County Clerk's Office

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which has the address of 472 Hazel, Glencoe, IL 60022 (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."

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Box 333

Glencoe, Illinois 60022
333 Park Avenue

This Instrument Prepared By:
Debbly Miller
Harris Bank Glencoe-Northbrook N.A.

After recording, please mail to:
HARRIS BANK GLENCOE-NORTHBROOK, N.A.
333 Park Avenue
Glencoe, Illinois 60022
Attn: Loan Department

(NOTARIAL
SEAL)

My Commission Expires:

Given under my hand and notarial seal this _____ day of _____

did also and there acknowledged that he, as custodian, of the corporate seal of said national banking association to said instrument as his own free and
voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth,
they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking associa-
tion, as Trustee, for the uses and purposes therein set forth, and the said
persons whose names are subscribed to the foregoing instrument as such
and
of said national banking association, personally known to me to be the same
and
certify that
of
Notary Public in and for said county and state, do hereby

STATE OF ILLINOIS
COUNTY OF _____

SS

ATTEST:

Trust Officer

By

Not personally, but as Trustee under Trust No. _____

(CORPORATE
SEAL)

IN WITNESS WHEREOF, _____
Trustee as aforesaid, has caused these presents to be signed by its
and its corporate seal to be hereunto affixed and attested by its

This document is made by _____
(hereinafter referred to as the Bank, as Trustee, and accepted upon the express understanding that the Bank enters into the same not personally, but
only as Trustee and that no personal liability is assumed by or for the Bank because of, or on account of, the making
or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable
upon or in consequence of any of the covenants of this document, either expressly or implied.

IF BORROWER IS A TRUST:

Notary Public

Debbly Miller

Given under my hand and notarial seal, this 3rd day of June

before me this day in person and acknowledged that _____
free and voluntary act, for the uses and purposes therein set forth,
personally known to me to be the same person(s) whose name(s) _____
subscribed to the foregoing instrument, and appeared
signed and delivered the said instrument as _____
Debby A. Miller
Notary Public, State of Illinois
My Commission Expires 1/29/91

STATE OF ILLINOIS

Cook

SS

The undersigned

_____ Type or Print Name
Sharlene Kutko

_____ Borrower

Sharlene Kutko

_____ Type or Print Name
Rostyslaw J. Kutko

_____ Borrower

Rostyslaw J. Kutko

IF BORROWER IS AN INDIVIDUAL(S):

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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Borrower covenants that Borrower is lawfully held of the state 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, declarations, 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 of 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 pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amount 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 to the Property, and shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property** which may attach to the Property, and shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property.

4. **Hazard Insurance**. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards and other risks, including theft, with a policy of insurance covering the full replacement value of the improvements, including the cost of removal and reinstallation of such improvements, and shall pay the cost of such insurance. Borrower shall promptly provide Lender with a copy of the policy of insurance and all receipts of paid premiums, in the event of loss.

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 local, state or federal laws, ordinances, rules and regulations, including those relating to the development, use, occupancy and maintenance of the Property.

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, court enforcement, or arrangement 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.

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.

9. **Borrower Not Released; Extension of Time for Payment or Modification of any other term of the Agreement or 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**. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forfeiture Not a Waiver**. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Remedies Cumulative**. All remedies provided by this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or other agreement of Borrower and Lender and shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement (a) is co-signing and agrees to the terms of this Mortgage and shall be bound by its terms.

12. **Successors and Assigns Bound**. The obligations of Borrower under this Mortgage shall be binding on the Borrower, its heirs, assigns, personal representatives, successors and assigns, and shall inure to the benefit of the lender and its successors and assigns. All covenants and agreements of Borrower shall be binding on the Borrower, its heirs, assigns, personal representatives, successors and assigns, and shall inure to the benefit of the lender and its successors and assigns.

13. **Entire Agreement**. This Mortgage and the Agreement herein constitute the entire agreement between the parties hereto, and shall supersede all other agreements, understandings, negotiations, oral or written, between the parties hereto, and shall be binding on the parties hereto.

14. **Assignment**. This Mortgage may be assigned or otherwise transferred in whole or in part to any assignee or transferee, and the assignee or transferee shall be bound by the terms of this Mortgage.

15. **Severability**. If any provision of this Mortgage is held to be unenforceable, the remainder of this Mortgage shall nevertheless remain in full force and effect.

16. **Counterparts**. This Mortgage may be executed in counterparts, each of which shall be deemed to be an original copy of this Mortgage, and all of which together shall be deemed to constitute one and the same agreement.

17. **Electronic Delivery**. The parties hereto agree that the execution, delivery, and performance of this Mortgage may be accomplished by electronic means, and that the parties hereto agree to accept and consent to the use of electronic means for the execution, delivery, and performance of this Mortgage.

18. **Notice**. All notices required by this Mortgage shall be in writing and shall be delivered to the party to whom notice is to be given at the address set forth in this Mortgage, or to such other address as the party to whom notice is to be given shall have notified the other party in writing.

19. **Waiver**. The parties hereto agree to waive any rights or remedies that they may have under applicable law, and to agree that they shall not be bound by any such rights or remedies.

20. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

21. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

22. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

23. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

24. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

25. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

26. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

27. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

28. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

29. **Assignment of Payments**. Borrower shall assign to Lender all payments due under this Mortgage, and shall execute all assignments and documents necessary to effectuate such assignment.

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this Mortgage only to Mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage (b) is not personally obligated to pay the sums secured by this Mortgage, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

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13. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is strictly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

14. Legislation Affecting Lender'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, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 22. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 18.

15. Notice. 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 Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by Notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

16. Governing Law; Severability. This Mortgage shall be governed by Federal Law and 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.

17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

18. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent 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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

19. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Agreement, had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 14 or 18.

20. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, 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 the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance 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 or registrar's office of the county in which the Property is located. The total amount of indebtedness hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements which the Lender is authorized to make under this Mortgage or the Agreement (e.g. 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 over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

21. Conversion to Installment Loan. Pursuant to the Agreement, the Lender 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 shall, in any event be due and payable on or before the Final Maturity Date. This Mortgage is given to and shall secure such installment loan.

22. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Agreement, including the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender 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.

23. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 22 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

24. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

25. Captions for Convenience Only. 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.

26. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.