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MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

89301772

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY
THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among

THOMAS A. MLYNEK AND JANET M. MYLNEK, HIS WIFE

FORD CONSUMER FINANCE

(herein "Borrower"), and ~~NEEDS TO BE RECORDED~~ whose address is

11311 CORNELL PARK DR. SUITE 400 (herein "Lender"),
CINCINNATI, OHIO 45242

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages unto Lender and Lender's successors and assigns, the following described properties located in the CITY of LAGRANGE County of COOK, State of Illinois:

LOT 93 IN ELM TERRACE, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE WEST 30 RODS THEREOF) OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 15-28-41-120

which has the address of 1418 NEWBERRY AVE. LAGRANGE PARK, IL. 60525

Illinois (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns forever, together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such Property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC).

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a Line of Credit Agreement, Note and Disclosure ("Agreement") of even date herewith in the maximum principal sum of U.S. \$ 30,000.00 or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable 15 years from the date thereof; 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. This Mortgage permits and secures, future advances which have the priority of the original advance. All advances will be made within 20 years of the date of this Mortgage.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land here by conveyed and has the right to grant, convey and mortgage 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 encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Agreement calls for a "variable interest rate," and that the Lender may, prior to the expiration of the term of the Agreement, cancel future advances thereunder and/or require repayment of the outstanding balance under the Agreement. In this regard, the Agreement provisions set forth verbatim below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Agreement or to cancel future advances for reasons other than default by the Borrower.

The paragraph of the Line of Credit Agreement, Note and Disclosure entitled "FINANCE CHARGE" provides as follows:

FINANCE CHARGE. We will charge a one time only \$ N/A Origination Fee. We will also charge a Daily Rate which will be adjusted as described below. We will multiply the Daily Rate by the Average Daily Balance and the number of days in the billing period to determine the FINANCE CHARGE for each month. We calculate the Average Daily Balance by adding the balances outstanding at the end of each day during the billing period and dividing that amount by the total number of days in the billing period. The balances outstanding at the end of each day reflect transactions charged and payments received during that day. They do not include any unpaid credit life insurance charges. On the first billing statement only, the FINANCE CHARGE will also include the Origination Fee. The Origination Fee will not be included in the daily balance in calculating the Average Daily Balance. Under this method of calculating the Average Daily Balance, there is no period in which credit extended may be repaid without incurring FINANCE CHARGE. The FINANCE CHARGE will begin, for the first transaction, today. The FINANCE CHARGE will begin, for any Draft advance, on the date we honor such Draft. The Daily Rate will never be less than 0.9178% (7.00% ANNUAL PERCENTAGE RATE) or more than 0.4525% (16.50% ANNUAL PERCENTAGE RATE). Otherwise, the Daily Rate will be tied to the "Prime Rate" announced from time to time by the Wall Street Journal. Any change in the Daily Rate will be effective beginning at the end of every third billing period. Such change will govern the periods covered by the next three billing period(s). The new Daily Rate will be determined by adding 2.00% to the Prime Rate in effect on the 25th day of the month in which every third billing period ends and dividing that sum by 365. The Daily Rate for the periods covered by the first three billing period(s) will be 0.28767%. This corresponds to an ANNUAL PERCENTAGE RATE OF 10.50%. If this box is checked, the following disclosure in brackets applies: [The initial Daily Rate and ANNUAL PERCENTAGE RATE are not tied to this formula. If they were, the Daily Rate for the first three billing periods would be 0.35616%. This corresponds to an ANNUAL PERCENTAGE RATE OF 13.00%.] The Daily Rate will not be changed more than N/A% (N/A% per year) at any one time. An increase in the Daily Rate may increase the monthly payment. If the term "Prime Rate" comes to have a different meaning than it does today or if it is no longer announced by the Wall Street Journal, we have the right to select a comparable index to determine the Daily Rate. The paragraph of the Line of Credit Agreement, Note and Disclosure entitled "CONDITIONS" provides in its entirety as follows.

CONDITIONS. We will not be obligated to make an advance to you if at the time you request an advance:

- (a) we are aware that you are not regularly and consistently receiving or expecting to continue to receive a monthly income equal to or greater than the monthly income, if any, that you are now receiving; or
 - (b) we are aware that you have not maintained the insurance on the secured real property as required by our Mortgage or if we receive written notice of a delinquency, or that a Notice of Default, has been recorded, on any encumbrance senior to our Mortgage; or
 - (c) we are aware that laws or regulations which exist or are enacted by the federal or state government or court decisions are rendered that prohibit us from making such advances or servicing the Agreement or otherwise impair our rights hereunder.
- Our obligation to make advances to you will terminate and your Line of Credit will terminate if at any time during the term of this Agreement:
- (a) we learn that any of you are subject to bankruptcy proceedings; or
 - (b) you are forty-five or more days delinquent in the making of any payment due to us hereunder; or
 - (c) we learn that you do not then own the secured real property, or that the property has been materially destroyed; or
 - (d) we learn that a Notice of Federal or State Tax Lien has been filed for record against the secured real property or that any statutory lien superior to our Mortgage has been filed for record against the secured real property; or
 - (e) we have received a written request from any of you to close or restrict your Line of Credit account; or
 - (f) we have given you sixty days prior written notice of our election to terminate your Line of Credit; or
 - (g) we learn that any representation or warranty made by you, as required by this Agreement, was false at the time it was made.

COVENANTS: Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the Agreement, the principal and interest on the indebtedness evidenced by the Agreement, together with any late charges or other charges imposed under the Agreement.

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24. TAXES. In the event of the passage after the date of the Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisalment, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the Property and estates comprising the property marshalled upon any foreclosure of lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Agreement, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Agreement or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.

27. CAPTIONS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit, or describe the scope or intent of this Mortgage. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

28. CONFORMITY WITH LAW. Lender and Borrower intend their relationship to conform to the definition of "revolving credit" set forth in Illinois Revised Statutes, Chapter 17, paragraph 1405.

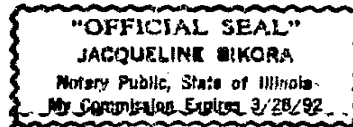
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WITNESS DATE: 6/27/89

WITNESS DATE: 6/27/89

THOMAS A. MLYNEK DATE: 6-27-89

JANET M. MLYNEK DATE: 6-27-89



STATE OF ILLINOIS)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 27TH day of JUNE 19 89 by JACQUELINE SIKORA

Notary Public

My Commission Expires March 28, 1992

This instrument prepared by:
FORD CONSUMER FINANCE CO., INC.
XXXXXXXX

22719868

ALL OF THE ABOVE SAID INSTRUMENTS WERE FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS, ON THIS 27TH DAY OF JUNE 1989.

Notary Public

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2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under paragraphs 5 and 25 of this Mortgage, then to interest payable on the Agreement, then to other charges payable under the Agreement, and then to the principal of the Agreement.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LENS. Borrower shall fully and irrevocably perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage and in such order as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or any other act done pursuant to such notice.

If the Property is abandoned, or if Borrower fails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the mortgage carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds to the property or to the sums secured by this Mortgage.

If the Property is acquired by Lender in 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 its sale or acquisition shall become the property of 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 in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating, governing the condominium or a planned unit development, the by-laws and regulations of the condominium or a planned unit development, and shall comply with all other covenants, conditions, restrictions and agreements of the condominium or a planned unit development.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Agreement or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights in the Property or Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 5, with interest thereon at the rate from time to time in effect under the Agreement shall be an amount disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Agreement shall be an amount additional indebtedness of Borrower secured by this Mortgage. Lender and Borrower agree, in writing, to either terms of payment, such as terms shall be payable upon notice from Lender to Borrower requesting payment thereon. Nothing contained in this paragraph 6 shall release Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency, 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Lender agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such monies received or make withdrawal for such monies in the same manner and with the same effect as provided in the Mortgage, but without approval of the Borrower.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payment or any other terms of the Agreement, or the waiver or failure of Borrower, or the waiver or failure of any successor of Borrower, or the waiver or failure of any other party, shall not constitute a release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of this Mortgage by reason of any demand, made by the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's rights as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or of the Agreement.

10. SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legal heirs, devisees and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower (or Borrower's successors, heirs, legal heirs, devisees and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Agreement, (a) is co-signing this Mortgage only to co-obligate that Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage or the Agreement without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. NOTICES. Except for any notice required under applicable law to be given in another manner: (a) notices to Borrower (or Borrower's successors, heirs, legal heirs, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it to, or by mailing such notice by registered or certified mail addressed to Borrower (or Borrower's successors, heirs, legal heirs, devisees and assigns) at the Property address or to any other address as Borrower (or Borrower's successors, heirs, legal heirs, devisees and assigns) may designate by written notice to Lender, and (b) any notice to Lender shall be given by registered or certified mail addressed to Lender at the address designated by written notice to Borrower (or to Borrower's successors, heirs, legal heirs, devisees and assigns) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand-delivered to the office or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11.

12. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal, or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.