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River Forest State Bank and Trust Company  
7727 W. Lake Street  
River Forest, Illinois 60305

This instrument prepared by J. Kmiec

State of Illinois:

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,

plus interest thereon must be repaid by JUNE 30, 1999 (the "Final Maturity Date"). and payable on demand. In any event, all amounts borrowed under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement. After JUNE 30, 1996, (i) all sums outstanding under the Agreement the Agreement is payable at the rate and at the times provided for in the the ("Maximum Credit") plus interest. Interest on the sums borrowed pursuant to which shall not in the aggregate outstanding principal balance exceed \$15,500.00, Borrower may from time to time until JUNE 30, 1996, borrow from Lender sums Disclosure Statement (the "Agreement") dated JUNE 30, 1989, pursuant to which BANK AND TRUST COMPANY Home Equity Line of Credit Agreement and WHEREAS, Borrower and Lender have entered into a RIVER FOREST STATE

WITNESSETH:  
RIVER FOREST, ILLINOIS 60305 (herein "Lender").  
STATE BANK AND TRUST COMPANY whose address is 7727 W. LAKE STREET,  
AS JOINT TENANTS, (herein "Borrower"), and the Mortgagee, RIVER FOREST  
1989, between the Mortgagor, WILLIAM D. RICE AND MARY M. RICE, HIS WIFE,  
This Home Equity Line of Credit Mortgage is made this 30th day of JUNE,

-89-304467

HOME EQUITY LINE OF CREDIT MORTGAGE

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DEPT-01 RECORDING \$20.25  
142222 TRAN 3246 07/05/89 15:02:00  
#7472 B #189-304467  
COOK COUNTY RECORDER

RECORDED  
MAY 11 1989

EQUITY TITLE COMPANY 02105842



# UNOFFICIAL COPY

LOT SIXTEEN (16) IN BON AIR BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 16-05-118-036

which has the address of 1011 N. TAYLOR, OAK PARK, ILLINOIS (the "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 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 mortgage, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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 of the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

2. **Application of Payments.** Unless law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any fees and charges payable pursuant to the Agreement, then to any advance made by Lender pursuant to this Mortgage, then to interest, payable pursuant to the Agreement, and then to the principal amounts outstanding under the Agreement.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

1. The undersigned, being duly qualified, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

2. The undersigned, being duly qualified, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

3. The undersigned, being duly qualified, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

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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.

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.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within 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.

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 attain 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 of forfeiture of the Property or any part thereof.

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Property of Cook County Clerk's Office



5. **Preservation and Maintenance of Property; Lessor's Obligations; 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 or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower 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.

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 19 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the 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.

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secured by this Mortgage.

Lender's option, either to restoration or repair of the Property or to the sums notice is mailed, Lender is authorized to collect and apply the proceeds, at damages, Borrower fails to respond to Lender within 30 days after the date such Borrower that the condemnor offers to make an award or settle a claim for If the Property is abandoned by Borrower, or if, after notice by Lender to the excess, if any, paid to Borrower.

Property, the proceeds shall be applied to the sums secured by this Mortgage, with assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby or consequential, in connection with any condemnation or other taking of the 8. **Condemnation.** The proceeds of any award or claim for damages, direct

Lender's interest in the Property.

notice prior to any such inspection specifying reasonable cause therefor related to upon and inspections of the Property, provided that Lender shall give Borrower 7. **Inspection.** Lender may make or cause to be made reasonable entries

action hereunder.

contained in this paragraph 6 shall require Lender to incur any expense or take any from time to time on outstanding principal under the Agreement. Nothing thereof, and shall bear interest from the date of disbursement at the rate payable amounts shall be payable upon notice from Lender to Borrower requesting payment Mortgage. Unless Borrower and Lender agree to other terms of payment, such thereon, shall become additional indebtedness of Borrower secured by this Any amounts disbursed by Lender pursuant to this paragraph 6, with interest

repairs. disbursement of reasonable attorneys' fees and entry upon the Property to make action as is necessary to protect Lender's interest, including, but not limited to, notice to Borrower, may make such appearances, disburse such sums and take such proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon prior mortgage, eminent domain, insolvency, code enforcement, or arrangements or Property, including, but not limited to, any proceeding brought by or on behalf of a proceeding is commenced which materially affects Lender's interest in the covenants and agreements contained in this Mortgage, or if any action or 6. **Protection of Lender's Security.** If Borrower fails to perform the

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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 payment due under the Agreement or change the amount of such payment.

**9. Borrower Not Released.** Extension of the time for payment or modification of any other terms 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 successor 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. Forbearance by Lender 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 of 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 in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**12. 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 Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower 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.

**13. 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

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears from the records of the Court.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois, My Commission Expires \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois, My Commission Expires \_\_\_\_\_.

The foregoing is a true and correct copy of the original as the same appears from the records of the Court.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois, My Commission Expires \_\_\_\_\_.

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17. **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 seven (7) years from the date hereof, to the same extent as if such future advances are 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

16. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower 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.

15. **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.

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 effect 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.

Borrower or Lender when given in the manner designated herein.

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

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rents as they become due and payable.

19 hereof or abandonment of the Property, have the right to collect and retain such the Property, provided that Borrower shall, prior to acceleration under paragraph As additional security hereunder, Borrower hereby assigns to Lender the rents of 20. Assignment of Rents; Appointment of Receiver; Lender in Possession.

19. 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 proceedings all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. 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.

Property, to the extent of the maximum amount secured hereby, including statutory liens, excepting solely taxes and assessments levied on the Property, shall be valid and have priority over all subsequent liens and encumbrances, hereinafter referred to as the "maximum amount secured hereby"). This Mortgage is a lien in favor of all sums covered by this Agreement and interest on such disbursements (all such indebtedness being Property and interest on such disbursements made for payment of taxes, special assessments or insurance on the hundred fifty per cent of the Maximum Credit, plus interest thereon and any disbursements with respect thereto) at any one time outstanding shall not exceed two hundred fifty per cent of the Maximum Credit, 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 Property and interest on such disbursements made for payment of taxes, special assessments or insurance on 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 two hundred fifty per cent of the Maximum Credit, 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 Property and interest on such disbursements made for payment of taxes, special assessments or insurance on the registrar'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 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 two hundred fifty per cent of the Maximum Credit, 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 Property and interest on such disbursements made for payment of taxes, special assessments or insurance on the

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11/11/2011



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IN WITNESS WHEREOF, Borrower has executed this Mortgage.
X William D. Rice
WILLIAM D. RICE
X Mary M. Rice
MARY M. RICE

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

21. 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.

Upon acceleration under paragraph 19 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.

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DATE 08/14/2001 BY SP-6 JRS/STP

EXCEPT WHERE SHOWN OTHERWISE

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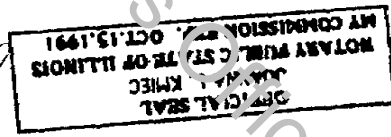
EXCEPT WHERE SHOWN OTHERWISE

DATE 08/14/2001 BY SP-6 JRS/STP

*Handwritten signature/initials*

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*Joanna L. Kmiec*  
Notary Public

I, Joanna L. Kmiec  
a Notary Public in and for said  
county and state, do hereby certify that William D. Rice and  
Mary M. Rice, his wife  
me to be the same person(s) whose name(s) are subscribed to the foregoing  
instrument appeared before me this day in person and acknowledged that they  
signed and delivered the said instrument as their free and voluntary act,  
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30th day of June, 19 89.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS

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FOR INFORMATION ONLY - DO NOT USE  
FOR ANY PURPOSES  
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