

UNOFFICIAL COPY 9314863

This Equity Line of Credit Mortgage is made this 6th day of JULY 19 89 Between the Mortgagor, EDWIN R. MILES and MILDRED B. MILES, his wife

CH 25052MH 528052MH

(herein "Borrower"), and the Mortgagee, LaSalle National Bank, a national banking association whose address is 135 South LaSalle Street, Chicago, Illinois 60603 (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated JULY 6, 19 89, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance

exceed \$ 48,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 17 below, and term loans extended to amortize all or part of such revolving loan balance following the expiration or other termination of the revolving period (such revolving and term loans are referred to collectively as "Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the

Agreement on or after JULY 6, 19 96 together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by JULY 6,

20 09 (the "Final Maturity Date")

To Secure to Lender the repayment of the Loans made 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 13 AND THE NORTH 25 FEET OF LOT 14 IN BLOCK 4 IN WESTERN SPRINGS RESUBDIVISION OF A PART OF THE EAST HINSDALE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF SECTION 31 AND 32, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CHICAGO AND NAPERVILLE HIGHWAY AND WEST OF THE EAST LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, PRODUCED NORTH TO SAID HIGHWAY IN COOK, COUNTY, ILLINOIS,

PTN: 18-06-420-028 and 027 4636 Woodland Avenue, Western Springs, Illinois 60558

which has the address of (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 for leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the same 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, easements 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 and interest on the Loans made 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 under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans 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 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 or forfeiture of the Property or any part thereof.

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

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.

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 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided such restoration or repairs economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repairs are 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.

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 18 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 the Mortgage immediately prior to such sale or acquisition.

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 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 creating or 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 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.

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, code enforcement, or arrangements 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 action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

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

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.

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Box 31

Lasalle National Bank
135 South LaSalle Street
Chicago, Illinois 60601

and return to:
D. DAVIDSON, 112

Notary Public, State of Illinois
L. J. WEAVER
"OFFICE" 1125 N. W. 111
My Comm. Expires Nov. 11, 1992

[Handwritten Signature]

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Edwin R. Miles and Mildred B. Miles, his wife
the undersigned

State of Illinois
County of Cook
ss

EDWIN R. MILES
MILDRED B. MILES
Type of First Name
Borrower
Type of First Name
Borrower

- 8. **Condemnation.** If the property is ever taken for public use or other public purpose, the undersigned hereby agrees to accept the award or other compensation for the property and to execute all necessary documents to carry out the award or other compensation.
- 9. **Borrower Not Released.** The undersigned hereby agrees that the release of the property by the lender shall not constitute a release of the undersigned from the obligations of the mortgage and shall not constitute a release of the undersigned from the obligations of the mortgage.
- 10. **Forbearance by Lender Not a Waiver.** Any forbearance by the lender shall not constitute a waiver of the lender's rights under the mortgage.
- 11. **Remedies Cumulative.** The remedies provided in this mortgage are cumulative and shall not be exhausted by the exercise of any one remedy.
- 12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind and the obligations hereunder shall be the obligations of the undersigned and their heirs, assigns, personal representatives, successors and assigns.
- 13. **Notice.** The undersigned hereby agrees that the lender shall be entitled to give notice to the undersigned at the address stated herein.
- 14. **Governing Law and Jurisdiction.** This mortgage shall be governed by the law of the State of Illinois.
- 15. **Borrower's Copy.** The undersigned hereby agrees to provide a copy of this mortgage to the lender.
- 16. **Transfer of the Property; Assumption.** The undersigned hereby agrees that the lender shall be entitled to assume the mortgage in the event of a transfer of the property.
- 17. **Revolving Credit Loan.** The undersigned hereby agrees that the lender shall be entitled to advance funds to the undersigned under the mortgage.
- 18. **Acceleration; Remedies.** The undersigned hereby agrees that the lender shall be entitled to accelerate the mortgage in the event of a default.
- 19. **Assignment of Rights; Appointment of Receiver; Lender in Possession.** The undersigned hereby agrees that the lender shall be entitled to appoint a receiver and to take possession of the property.
- 20. **Release.** The undersigned hereby agrees that the lender shall be entitled to release the property in the event of a payment of the mortgage.
- 21. **Waiver of Homestead.** The undersigned hereby agrees to waive the homestead exemption in the property.

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