

UNOFFICIAL COPY

Harris Bank Orland Park  
a Branch of Harris Bank Argo  
8400 W. 159th Street  
Orland Park, Illinois 60462



89383787

HARRIS BANK ARGO  
7549 W. 63rd Street  
Summit, Illinois 60501

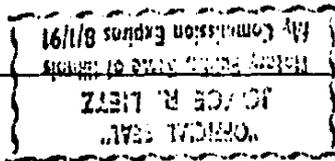
RETURN TO:

Kelly A. Filippone

The Instrument Prepared By:

Property of Cook County Clerk's Office

DEPT-01  
\$14.00  
1:55:55 PM 08/17/89 19:04:00  
49837 E \* 89-383787  
COOK COUNTY RECORDER



My Commission Expires

Notary Public

*Joyce R. Lertz*

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Given under my hand and notarial seal, this 13th day of August 19 89  
I the Notary Public subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
said county and state, do hereby certify that Elma L. Naser & widow and Lois E. Naser & joint tenants personally known to me to be the same person(s) who  
are Joyce R. Lertz a Notary Public in and

STATE OF ILLINOIS }  
COUNTY OF }  
WILL }  
SS }

Type or Print Name

Lois E. Naser

*Lois E. Naser*

Type or Print Name

Elma L. Naser

*Elma L. Naser*

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Borrower

Borrower

89383757

## HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 8th day of August, 19 89, between the Mortgager, Elma L. Naser, a widow and Lois E. Naser, a spinster as joint tenants (herein "Borrower"), and the Mortgagee, Harris Bank Argo, an Illinois Banking Corporation whose address is 7549 W. 63rd Street, Summit, Illinois 60501 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Argo Home Line Credit Agreement and Disclosure (the "Agreement") dated August 5, 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 \$ 10,000.00 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 and is referred to as Finance Charges in the Agreement. After five years from the date of the Agreement, all sums outstanding under the Agreement may be declared due and payable. In any event, all amounts owed Lender under the Agreement must be repaid by twenty (20) years from the date hereof.

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, any renewals, extensions or modifications of said indebtedness, 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

Unit 15 in Barrett Brothers Courtyard Estates Number 3 as delineated on the survey of certain lots or parts thereof in Barrett Brothers 4th Addition to Tinley Park, being a Subdivision of part of Lot 6 in Circuit Court Partition of Section 31, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded December 6, 1965 as Document 19674610 (hereinafter referred to as 'Parcel') which survey is attached as Exhibit 'A' to the Declaration of Condominium made by Standard Bank and Trust Company, a Corporation of Illinois, as Trustee under Trust Agreement dated April 2, 1953 known as Trust Number 1200, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document 22410784 and as amended by Document 22538228, together with its undivided percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) all in Cook County, Illinois.

which has the address of 17713 S. Harlem Avenue, Tinley Park, Illinois 60477  
(herein "Property Address").

Property Index Number 28-31-114-043-1015

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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9. **Borrower Not Released.** Extension of the 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 or 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 or 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 rights 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 17 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 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

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 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 severable

15. **Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally 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 refundable 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

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

17. **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

18. **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, which installment loan shall then be secured by this Mortgage 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. The total amount of indebtedness secured 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 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 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

19. **Conversion to Installment Loan.** Pursuant to paragraph 12 of the Agreement, the Loans may be converted into 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 not exceeding twenty (20) years from the date of the Agreement

20. **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 foreclosures, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports

21. **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 20 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 20 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 attorney's 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.

22. **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 for said Release, if any.

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

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