

UNOFFICIAL COPY

HARRIS BANK GLENCOE-NORTHBROOK, N.A.  
HOME LINE CREDIT MORTGAGE

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This Home Line Credit Mortgage is made this 29th day of August, 1990, between the Mortgagor, Stephen T. Monahan, Jr. and Mary J. Monahan 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 August 29, 1990, pursuant to which Borrower may from time to time until August 29, 1997 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 100,000.00 (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 August 29, 1997 (the "Expiration Date") (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 August 29, 1997 (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 County of Cook, State of Illinois:

Westerly 131 feet of Easterly 231 feet of the Southerly 220 feet of Block 12 in Glencoe, being a Subdivision of parts of Sections 5, 6, 7 and 8 all in Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS  
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Cook County Clerk's Office

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Permanent Index Number 05-07-208-014-0000 Vol. 98

which has the address of 175 Hazel Ave., 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."



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. All covenants and agreements of Borrower 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 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. 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. 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 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. 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.

15. 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.

16. 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.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if; a) Borrower fails to make any payment due under the Agreement secured by this Mortgage; b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage; or c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if; a) all or any part of the Property or an interest therein is sold, transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage; b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to 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.

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, 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 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 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.

19. 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 17 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 17 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.

20. 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.

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

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... and convey the right to mortgage, grant and convey the Prop-  
erty, and the Borrower shall warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages,  
liens and encumbrances in effect on the date of recording of this mortgage, and shall maintain in effect a policy of insurance to cover the Property  
against fire, theft and other risks, and shall pay the cost of such insurance.

... and interest, Borrower shall pay the principal of and interest on the indebtedness incurred pur-  
suant to this mortgage, and shall pay the same when and where provided in the agreement.  
... all payments received by Lender under the Agreement and paragraph 1  
hereof shall be applied to the principal amount outstanding under the agreement,  
and the balance of such payments shall be applied to interest, fees and charges  
incurred by the Borrower.

... pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the  
Property which may be levied or assessed over this mortgage, and lessorhold payments or ground rents, if any, including all payments due under any  
mortgage or deed in respect of the Property. Borrower shall, upon request of Lender, promptly fur-  
nish to Lender a copy of the mortgage policy insuring Lender's interest in the Property. Borrower shall promptly discharge any lien which has priority over this mortgage, except for  
the lien of any mortgage secured by the insurance policy insuring Lender's interest in the Property; provided, that Borrower shall not be  
required to discharge any lien in good faith contact such lien by or defend enforcement of such lien in legal proceedings which operate to pre-  
vent the enforcement of the lien or forfeiture of the Property or any part thereof.

... Borrower shall keep the improvements now existing, or hereafter erected on the Property insured against loss by fire,  
and shall maintain in effect a policy of insurance to cover the Property against fire, theft and other risks, and shall pay the cost of such insurance.  
... the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods  
as Lender may require. If 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, 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 of such policies shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and  
in form acceptable to Lender. Upon the 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.

... 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 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 payments.  
... date of any payments due under the Agreement, or change the amount of such payments. If under paragraph 17 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.

... Preservation and Maintenance of Property: Lender's Condominiums: Lender shall keep the Property in  
good repair and shall not commit waste or permit, in connection with the development of the Property, any action or  
omission which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or  
proceeding commenced which materially affects Lender's interest in the Property, including, but not limited to, any action or  
proceeding brought by or on behalf of a prior mortgagee, eminent domain, expropriation, code enforcement, or arrangements involving a bankrupt or dece-  
dent. Lender shall, upon notice to Borrower, may make such appearances, disburse such sums and take such action as its  
attorney in fact may deem necessary to protect Lender's interest, including, but not limited to, debenture of reasonable attorneys' fees and entry upon the Property to  
make repairs.

... Any amounts due to Lender pursuant to this paragraph 8, with interest thereon, shall become additional, independent, indebtedness of Borrower  
owed by the Borrower to Lender and shall be payable to Lender in accordance with the terms of the mortgage. Lender shall not be required to advance any  
amounts to Borrower under the Agreement, and shall bear the cost of payment of such amounts. Lender shall be paid by Borrower, upon notice from Lender  
in writing, the amount of such payments, including the cost of payment, at the time and place specified in the notice. Lender shall not be required to incur any expense or take any action hereunder,  
including, but not limited to, the cost of payment, at the time and place specified in the notice. Lender shall not be required to incur any expense or take any action hereunder,  
including, but not limited to, the cost of payment, at the time and place specified in the notice.

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

... 6. 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.  
... Unless the 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.  
... 5. Borrower shall maintain, extend or cause to be maintained, in connection with the development of the Property, any action or  
omission which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or  
proceeding commenced which materially affects Lender's interest in the Property, including, but not limited to, any action or  
proceeding brought by or on behalf of a prior mortgagee, eminent domain, expropriation, code enforcement, or arrangements involving a bankrupt or dece-  
dent. Lender shall, upon notice to Borrower, may make such appearances, disburse such sums and take such action as its  
attorney in fact may deem necessary to protect Lender's interest, including, but not limited to, debenture of reasonable attorneys' fees and entry upon the Property to  
make repairs.

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COOK COUNTY, ILLINOIS  
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**MORTGAGE**

277364-3

**\$ 16.00**

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 5 1990**. The mortgagor is **MIGUEL SILVA AND CANDIDA SILVA, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS** which is organized and exists under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634** ("Lender").

Borrower owes Lender the principal sum of **EIGHTY ONE THOUSAND NINE HUNDRED AND NO/100**

**Dollars (U.S. \$ 81,900.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **OCTOBER 1, 2005**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 39 IN BLOCK 1 IN GROSS ARMITAGE AVENUE ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

13-34-304-036

which has the address of **1922 NORTH KOSTNER**

**CHICAGO**

Illinois **60639** ("Property Address");  
(Zip Code)

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey 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 any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS — Single Family — FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12.83  
Amended 5/87

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623348 MCB

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OFFICIAL SEAL  
KAREN K. BARRY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/21/93

THE TOWN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
4901 WEST IRLING ROAD  
CHICAGO, ILLINOIS 60641  
ATTENTION: SHARON BARNES

SECOND AND RETURN TO:

Given under my hand and official seal, this  
day of September 19 70  
Notary Public  
Karen K. Barry

signed and delivered the said instrument as  
witnessed by their five and voluntary act, for the uses and purposes therein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally known to me to be the same person(s) whose name(s)  
do hereby certify that MIGUEL SILVA AND CANDIDA SILVA, HUSBAND AND WIFE  
a Notary Public in and for said county and state,  
County ss: Cook

STATE OF ILLINOIS  
I, the undersigned,  
County ss: Cook  
a Notary Public in and for said county and state,  
do hereby certify that MIGUEL SILVA AND CANDIDA SILVA, HUSBAND AND WIFE  
personally known to me to be the same person(s) whose name(s)  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument as  
witnessed by their five and voluntary act, for the uses and purposes therein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally known to me to be the same person(s) whose name(s)  
do hereby certify that MIGUEL SILVA AND CANDIDA SILVA, HUSBAND AND WIFE  
a Notary Public in and for said county and state,  
County ss: Cook

(Space Below This Line For Acknowledgment)  
MIGUEL SILVA  
CANDIDA SILVA/HIS WIFE  
Borrower (Seal)  
Borrower (Seal)  
Borrower (Seal)  
Borrower (Seal)

BY SIGNING THIS LTV, Borrower agrees to the terms and covenants contained in this Security Instrument  
and in any rider(s) attached to this instrument, as recorded with it.

- Adjustable Rate Rider
- Condo/Planned Unit Development Rider
- 1-4 Family Rider
- Other (Specify)

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19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach  
of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;  
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
to the extent to cure the default on or before the date specified in the notice. Lender may require immediate payment in full of all sums secured  
by the Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further  
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-  
payment of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on  
or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured  
by the Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,  
but not limited to, reasonable attorneys' fees and costs of the evidence.  
20. Lender in Remedies. Upon acceleration under paragraph 19 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  
and the proceeds of the Property including those past due. Any 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 bonds, taxes and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.  
Lender shall release this Security Instrument when the sums secured by all sums secured by this Security Instrument,  
including those past due, have been paid in full to Lender. Borrower shall pay any recording costs.  
21. Release of Remedies. Borrower agrees to release all right of homestead exemption in the Property.  
Borrower shall release all sums secured by this Security Instrument, Lender shall release this Security  
Instrument and all sums secured by this Security Instrument as if the rider(s) were a part of this Security Instrument.  
which requires a written acknowledgment of the terms and covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.