

# UNOFFICIAL COPY

905764

WHEN RECORDED, MAIL TO

**MEADOWS** CREDIT UNION  
Where your financial future begins  
1801-A Hicks Road Rolling Meadows, Ill. 60008  
**312-991-9300**

90576435

SPACE ABOVE THIS LINE FOR RECORDING USE

## MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 23 rd day of November, 1990, between the Mortgagor, MICHAEL BLASI AND KATHY STEVENS-BLASI, HIS WIFE, IN JOINT TENANCY (herein "Borrower"),

and the Mortgagee, MEADOWS CREDIT UNION,

a corporation organized and existing under the laws of ILLINOIS,

whose address is 1801 A HICK'S RD., ROLLING MEADOWS, IL 60008,

(herein "Lender")

WHEREAS, Borrower is indebted to Lender, as described in this paragraph.

TO SECURE to Lender

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable

25 years from the date of this Mortgage.

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a variable rate as described in the Credit Agreement.

(3) The performance of the covenants and agreements of Borrower herein contained.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of ILLINOIS.

LOT 361 IN GLENBROOK UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 41, NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1968 AS DOCUMENT NUMBER 20629795, IN COOK COUNTY, ILLINOIS.

PIN # 06-13-411-003

33071383  
TRW REAL ESTATE  
LOAN SERVICING  
SUITE 400  
100 N. LaSalle  
CHICAGO IL 60602

• DEPT-01 RECORDING \$16.25  
• T45555 TRAN 0440 11/27/90 15:18:00  
• #0402 # E \*-90-576435  
• FAIR COUNTY RECORDER

which has the address of 1429 N. GREENMEADOWS, STREAMWOOD, IL 60107 (herein "Property Address").

16/25

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which 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".

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Complete if applicable:

This Property is part of a condominium project known as

90573

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as \_\_\_\_\_.

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 the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay, when due, all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

**2. Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, 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. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

**5. 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. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

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.

**6. 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 by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the

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If I consider nevertheless the option to accelerate it under such prior notice of acceleration in accordance with Paragraph 12 better, The notice shall give Borrower notice of such acceleration at least 30 days from the date of the notice which Borrower may pay the sums declared due if Borrower fails to pay those sums prior to the expiration of such period. Under may, without further notice or demand on Borrower, make any demands permitted by paragraph 22 hereof.

21. **Transfer of the Property.** Subject to applicable law, if under such law has the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Note without notice to Debtor, it shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Note without notice to Debtor.

The above property is transferred upon assumption and understanding to Lender and Lender may impose an assumption fee. The assumption fee will not entitle the person signing it to receive advances under the Credit Agreement.

All payments due and payable under the Credit Agreement up to the Maximum Principal Balance, are secured by this Mortgage, which  
is a valid and enforceable security interest in the Property, except as may be otherwise provided by law.

any right given in the Property is sold or transferred as described in paragraph 17, provided in paragraph 17, or compelled after

19. **After**, these shall be merged into the interest of the trustee created by this Deed of Trust for the benefit of the beneficiaries named in paragraph 18, in accordance with the terms of the Deed of Trust.

20. Notice of Transfer: Advances after Transfer. Borrower shall give notice to Lender, as provided in Paragraph 12 hereof, prior to each sale or transfer of all or part of the Properties or any right therein to the trustee of the Properties. Any person so named shall give notice to whom all or part of the Properties or

18. **Waiver of Statutes of Limitation.** Notwithstanding heretofore provided, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation created by this Mortgage

16. Rehabilitation Loan Agreement: Borrower shall retain all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower or may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims, or defenses which Borrower may have against parties who supply labor, materials or services to Lender, or any improvements made to the Property.

17. Waiver of Homestead Exemption: To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption

13. Borrower(s) copy: Borrower shall be furnished a copy of the re-financing agreement and a copy of this mortgage at the same time as the execution of the new agreement.

14. **Power of attorney or Deed of Trust Modification:** Borrower shall not enter into any agreement with the holder of any of the above described real or personal property without the prior written consent of Lender.

Proprietary & Confidential. The foregoing constitutes the full and final provision of federal law to this Mortgage. In the event that any provision of the foregoing constitutes or becomes unenforceable, it will not limit the applicability of federal law to this Mortgage.

12 Notice, if excepted for any notice required under applicable law to be given to another namee, (a) any notice to Borrower provided for in this Note, (b) notice to Lender as Borrower may designate 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 and (c) notice to Lender as Borrower may designate by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender, shall be deemed to have been given to Borrower or Lender when given in the manner described herein. Any notice mailed to Lender or addressed to Lender may be accepted by Lender or Borrower by Lender's signature on any document provided for in this Note, and Lender or Borrower shall be deemed to have been given to Borrower or Lender when given in the manner described herein. If the Lender, in its sole discretion, deems it necessary to make a copy of any notice given to Lender or Borrower, Lender or Borrower shall be liable for the reasonable costs of such copying.

Motterage is to that Border where interested in the Properties

11. **Succesors and Assigas Bound; Joint and Several Liability:** Co-signers, successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 and the rights hereunder shall have the respective successions and assignments of Lender and Borrower, and agreeements herin contained shall bind.

10. Borrower Not Responsible for Breach of Contract by Lender Not a Holder. Extension of the time for payment of amortization of a modification of the sum received by this Mortgagor shall not operate to release, in any manner, the sum received by any Successor-in-Interest of Borrower shall not operate to release, in any manner, the sum received by this Mortgagor pursuant to any Successor-in-Interest of Borrower shall not be required to pay to Lender any amount due under this Mortgage, except as provided in the original Deed of Trust or otherwise in interest. Lender shall not be liable for any damage or loss resulting from the exercise of any power or right granted to Lender by this Mortgagor under this Mortgage, except as provided in the original Deed of Trust or otherwise in interest.

9. **(Amendment)** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of either taking of the Property, or part thereof, or any easement in favor of condemned land, are hereby assigned and shall be paid to [Landlord] as a result of any indebtedness under the Credit Agreement, except to the terms of any mortgage, deed of trust or other security agreement.

8. **Indemnification.** Lender may make its cause to be made reasonable efforts upon and inpections of the Property, provided that Lender

(read) Agreements shall become additional and independent of this Agreement, unless Borrower and Lender agree to otherwise (read) Agreements shall become additional and independent of this Agreement, unless Borrower and Lender agree to otherwise

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RIDER ATTACHED TO MORTGAGE AND MADE A PART HEREOF TO THAT CERTAIN  
NOTE DATED 11/23/90 BETWEEN MEADOWS CREDIT  
UNION, AS MORTGAGEE AND:

MICHAEL BLASI AND KATHY STEVENS-BLASI, HIS  
WIFE IN JOINT TENANCY

The Mortgagor and Mortgagee herein agree as follows:

1. The language of this Rider shall govern in the event of a conflict between the language of this Rider and the Mortgage.
2. NOTICE TO THIRD PARTIES AND SUBSEQUENT JUNIOR LIEN HOLDERS:

This Mortgage is a revolving line of credit, calling for advances up to the amount set forth in the Mortgage. The formula for computing interest is as follows:

An Annual Percentage Rate which is variable and equal to the prime lending rate as published in The Wall Street Journal, plus one points (1.0%). The rate may adjust monthly. The maximum interest rate under this Mortgage is 18.0% per annum.

3. This Mortgage shall secure all future advances made within twenty (20) years from the date of Mortgage as set forth in Ill. Rev. Stat. Ch. 17, Sec. 4447 (4) and as amended. However, no advances will be made beyond the 15th year of the term of this Mortgage.

Signed this 1st day of January, 1991  
MICHAEL BLASI

Signed this 1st day of January, 1991  
KATHY STEVENS-BLASI

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