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WHEN RECORDED, MAIL TO  
CENTRAL CREDIT UNION OF ILLINOIS  
1001 Mannheim Road  
Bellwood, Illinois 60104

30073356

DEPT-01 RECORDING \$15.25  
TW444 TRAN 3647 02/14/96 02:24:00  
#2129 # D \* -90-073356  
COOK COUNTY RECORDER

JUNIOR

SPACE ABOVE THIS LINE FOR RECORDED

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 5th day of February, 1990  
between the Mortgagor, Nancy H. Wilson also known as Nancy H. Cruse, divorced and not since remarried (herein "Borrower"),  
and the Mortgagee, Central Credit Union of Illinois  
a corporation organized and existing under the laws of Illinois  
whose address is 1001 Mannheim Bellwood, Illinois (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 Twenty Five Thousand and No/100 Dollars (\$ 25,000.00). 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 15 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 32 in Harvard Resubdivision of Lots 3 to 40 inclusive in Block 5 and Lots 1 to 42 inclusive in Block 6 in Forsythe's Subdivision of the North 32 acres of the South 55 acres of the West Half of the North East quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Tax Id: 20-33-217-005-000

which has the address of 8115 So. Harvard (Street)  
Chicago Illinois 60620 (City) (State) (Zip Code) (herein "Property Address");

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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Handwritten signature and initials.

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This Property is in a Planned Unit Development known as \_\_\_\_\_  
This Property is part of a condominium project known as \_\_\_\_\_  
Complete if applicable: \_\_\_\_\_

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.  
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 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 Security Instrument  
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 accrue over this Security Instrument, and ground rents on the Property, 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.

**3. Funds to Lender.** The Funds shall be held in an institution of 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 Security Instrument that interest on the Funds shall be paid to Borrower, and unless such  
agreement is made or approved by the 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 Security Instrument.

**4. Amount of Funds.** 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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.  
If under paragraph 2 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 Security Instrument.

**5. 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.

**6. Prior Mortgages and Deeds of Trust; Charges; Liens; Borrower's Obligations under any Mortgage.** 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 Security Instrument, including Borrower's covenants to make payments  
when due. Except to the extent that any such charges or impositions are to be paid 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 Security Instrument,  
and household 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.

**7. 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 of a replacement cost basis in an amount not  
less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument, 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 Security Instrument.

**8. 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 Security Instrument.**

**9. 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  
Security Instrument, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.  
(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.)**

**10. 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 make a claim for insurance benefits, Lender is authorized to collect and apply the insurance  
proceeds as Lender deems proper in restoration or repair of the Property or to the sums secured by this Security Instrument.**

**11. Preservation and Maintenance of Property; Leases; Condominiums; Planned Unit Developments.** Borrower shall keep the  
Property in good repair and shall not permit waste or deterioration of the Property and shall comply with the provisions of  
any lease if this Security Instrument is on a leasehold. If this Security Instrument is on 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 the constituent documents.

**12. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, 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.

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Any amounts disbursed by Lender pursuant to this paragraph 7 with finance charges thereon at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **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.

9. **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, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Security Instrument. In the event that any provision or clause of this Security Instrument or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and of this Security Instrument at the time of execution or after recordation hereof.

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower 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 in connection with 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 as to all sums secured by this Security Instrument.

18. **Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

19. **Merger.** There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

All amounts advanced under the Credit Agreement, up to the Maximum Principal Balance, are secured by this Security Instrument, whether advanced before or after sale or transfer of the Property, except any amounts which may be advanced by Lender more than five days after notice to Lender, given in accordance with paragraph 12 hereof, that such sale or transfer has occurred. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

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