

EQUITY TITLE COMPANY, CHICAGO

Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 6th day of March 1990 between the Mortgagor, Paul Duchek AKA Paul J. Duchek and Susan Duchek AKA Susan M. Duchek, (herein, "Mortgagor"), and the Mortgagee, Northern Trust Bank/Lake Forest N.A., an Illinois banking corporation, with its main banking office at 265 E. Deerpath Road, Lake Forest, Illinois 60045 (herein, "Mortgagee"), his wife as joint tenants

WHEREAS, Mortgagor has entered into Northern Trust Bank/Lake Forest N.A. Equity Credit Line Agreement (the "Agreement") dated March 6 1990 pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal balance of \$62,500.00\*\*\*\*\* (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on March 6 1995 or such later date as Mortgagee shall agree, but in no event more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgagee the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor hereby mortgages, grants, warrant, and convey to Mortgagee the property located in the County of Cook

State of Illinois, which has the street address of 1620 N. Mitchell, Arlington Heights, Illinois 60004 (herein "Property Address"), legally described as: Lot 17 in Block 3 in Hasbrook Subdivision Unit 2, of part of the East 1/2 of the North-east 1/2 of Section 19, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof, recorded October 17, 1957 as Document 17041013 in Cook County, Illinois.

Permanent Index Number 03 19 207 017

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 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 herein referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor 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 Mortgagee's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows.

- 1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
- 2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a refund of the unearned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

This document prepared by: Jilanne Aaknes/Loan Documentation Center

265 E. Deerpath Road, Lake Forest, Illinois 60045

Handwritten signature: JH Mad...

90114890

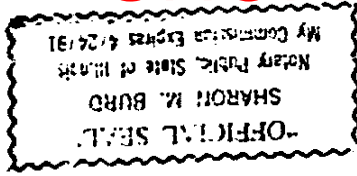
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Property of Cook County Clerk's Office

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MF-1050 (R 10/89)



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Illinois 69045

Mail To: Northern Trust Bank/Lake Forest, N.A.
Lake Forest, Illinois 60045
265 E. Deerpath Road,
Aime Real Estate Mortgage Department

IL TO

NOTARY PUBLIC

My commission expires...
Given under my hand and official seal, this day...
acknowledged that... signed and delivered the said instrument as...

ABSTENTION

State of Illinois
County of
SS
Mortgagee: Susan M. Duchenek
Mortgagee: Paul J. Duchek
Mortgagee: [Signature]

18. Conversion to Installment Loan. Pursuant to the Agreement, Mortgagee may terminate the Agreement and convert the outstanding indebtedness incurred hereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest payable on or before 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.
17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan...
16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold or transferred by Mortgagee without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.
15. Mortgagee's Copy. Mortgagee shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recording hereon hereof.
14. Governing Law; Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable laws, 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 this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.
13. Acceleration; Remedies. Upon Mortgagee's breach of any covenant or agreement of Mortgagee, this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an event of default under the Agreement, which events of default are incorporated herein by this reference as though set forth in full therein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgagee shall notify Mortgagee at least 30 days before Mortgagee's abandonment of the Property or other extreme circumstances of Mortgagee's abandonment of the Property or other extreme circumstances of Mortgagee's abandonment, including, but not limited to, reasonable attorneys' fees, and cost of documentary evidence, abstracts, and title reports.
All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.
20. Assignment of Rights; Appointment of Receiver; Mortgagee's Interest in Possession. As additional security hereunder, Mortgagee hereby assigns to Mortgagee the rents of the Property, provided that Mortgagee shall, prior to acceleration under paragraph 19 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 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and collect the rents of the Property and to collect the rents of the Property, including those past due. All rents collected by Mortgagee 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. Mortgagee and the receiver shall be liable to account only for those rents actually received.
21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagee. Mortgagee shall pay all costs of recording of the release, if any.
22. Waiver of Homestead. To the extent permitted by law, Mortgagee releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.
IN WITNESS WHEREOF, Mortgagee has executed this Mortgage.

including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgage pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgage secured by this Mortgage. Unless Mortgage and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgage's demand 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 Mortgage to incur any expense or take any action hereunder.

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

8. **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 Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagee. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loan and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagee.

9. **Mortgagee's Lien.** The Property, together with all other interests in the Property, shall be deemed to be mortgaged to Mortgagee by Mortgagee in favor of and in form of a mortgage, and shall include a standard mortgage clause in favor of and in form of a mortgage, and interest thereon shall be in form acceptable to Mortgagee. All insurance policies and interest thereon shall be in a timely manner (withheld). All premiums on insurance policies shall not be unreasonably withheld or approved by Mortgagee, which approval shall not be unreasonably withheld. The insurance carrier providing the insurance shall be chosen by Mortgagee and approved by Mortgagee. The insurance shall be for the full amount of the mortgage debt and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall promptly furnish to Mortgagee all renewal notices and all receipts for payments in the event of loss. Mortgagee shall give prompt notice to the insured carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by the carrier.

Unless Mortgagee and Mortgagee 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 and the security of this Mortgage is not thereby impaired. If such restoration or repair is 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, and the excess, if any, paid to Mortgagee. If the Property is abandoned by Mortgagee or if Mortgagee fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagee, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds as Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagee otherwise agree in writing, any such application of proceeds to principal shall extend or postpone the due date of the payment of such payment under the Agreement or change the amount of such payments. If under paragraph 19 the Property is secured by Mortgagee, all right, title, and interest of Mortgagee in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Preservation and Maintenance of Property; Leaseholds; Condemnation; Planned Unit Developments.** Mortgagee 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 unit in a condominium or other development) or a planned unit development, Mortgagee shall perform all of Mortgagee's obligations under the declaration or covenants calling or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and all other documents. If a condominium or planned unit development is created by Mortgagee and combined together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof.

6. **Protection of Mortgagee's Security.** Mortgagee has to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a person mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgagee, may make such appearances, do such acts, suits, and take such action as is necessary to protect Mortgagee's interest in the Property.

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