

Deed

WHEN RECORDED MAIL TO: First National Bank of Lincolnshire
One Marriott Drive
Lincolnshire, Illinois 60069-3703
Acct. No. _____

UNOFFICIAL COPY

90141427

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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SUCCESS PLUS

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY
THIS MORTGAGE DATED March 26 19 90 TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by
and among Betty Myers, married to Louis R. Myers

(herein "Borrower"), and First National Bank of Lincolnshire, a national banking association, whose address is One Marriott Drive, Lincolnshire, Illinois 60069-3703 (herein "Lender")

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, in which event Borrower conveys, mortgages and quietclaims) to Lender and Lender's successors and assigns, the following described property located in the municipality of Arlington Heights, County of Cook, State of Illinois, which has the address of 1741 Portsmith, Arlington Heights Illinois 60004 (herein "Property Address"); Permanent Index No 03-06-105-005

LEGAL DESCRIPTION

UNIT 8-6 IN THE NEWPORT VILLAGE CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; PART OF LOTS 1 THROUGH 21 IN NEWPORT VILLAGE AND OF LOT 219 IN TIBURON PLANNED UNIT DEVELOPMENT PLAT BOTH FALLING IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 86323932 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, 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 the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as secured party (as such term is defined in the UCC).

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a First National Bank of Lincolnshire Success Plus Agreement and Disclosure Statement ("Agreement") of even date herewith, in the principal sum of U.S. Twenty Three Thousand Four Hundred and No/100 (\$23,400.00), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of interest or 83% of outstanding balance whichever is greater, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable ten (10) years from the date thereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage or advanced by honoring overdrafts under paragraph 6(e) of the Agreement, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement and the Note, The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents". The Credit Documents contemplate, and this Mortgage permits and secures, at Mortgagee's discretion future advances in a total amount up to 1 1/2 times the principal sum of the Note as set forth above.

Notwithstanding anything to the contrary herein, the Property shall include all a Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances hereunder and/or require repayment of the outstanding balance under the Note. In this regard, the Note provisions set forth verbatim below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Note or to cancel future advances for reasons other than default by the Borrower.

The first four paragraphs of paragraph 3 of the Note, entitled "INTEREST (VARIABLE RATE)", provide as follows:
The annual interest rate applied to the outstanding principal balance on this note is calculated daily and equal to the Prime Rate plus 0.50 percentage point. The Prime Rate for any given date is the lowest "prime rate" as then defined and published in the Wall Street Journal "Money Rates" column (or any column successive thereto) on the last business day of the preceding month. On days on which the Wall Street Journal does not regularly publish, the "Prime Rate" shall be the "prime rate" as then defined and published in the Wall Street Journal "Money Rates" column (or any column successor thereto) on the most recent date prior to the last business day of the preceding month. The Wall Street Journal currently defines the "Prime Rate" as the base rate on corporate loans at large United States money center commercial banks.

The maximum annual percentage rate that can apply is 18%. Apart from this rate cap there is no limit on the amount to which the rate can change during any one year period.

Any change in the interest rate will be implemented between the 22nd and the 25th day of the month. I understand that I will not be provided with any advance notice of changes in interest rates or the Prime Rate, except for changes in the method of calculating the annual interest rate as provided by paragraph 17 of the First National Bank of Lincolnshire Success Plus Agreement and Disclosure Statement I have signed (the "Agreement").

Interest charges will be calculated by applying the monthly periodic rate to the "average daily balance" of the account. I understand that Note Holder will pay, on a daily basis and on my behalf, for advances obtained by me under this Note as a result of charges and checks on each day in amounts not to exceed my credit line. Interest for any such payments by Note Holder on my behalf will be charged beginning on the date Note Holder makes the payment or, in the case of checks, on the date they are presented for payment or posting and on the date any cash is advanced; and will continue until such payment has been repaid in full, except that:

- (a) Interest will not be charged on the amount of new Credit Card purchases posted to my account during a billing cycle if the total amount owed Note Holder at the beginning of that billing cycle is paid in full within 25 days after that beginning date.
- (b) Interest will not be charged on the outstanding balance of Credit Card purchases at the beginning of the billing cycle if that balance is paid in full within 25 days after that beginning date.

Paragraph 6 of the Note, entitled "FREEZING, TERMINATING, REDUCING THE LINE", provides in its entirety as follows:

Upon the occurrence of an Event of Default hereunder, Note Holder can either (a) cancel my right to any future advances under my line of credit, without requiring accelerated repayment of my outstanding principal balance (that is, "freeze" the line), or (b) cancel my right to any future advances and also require accelerated repayment of my outstanding principal balance plus accrued interest and other charges imposed on my credit line (that is, "terminate" the line). Additionally, Note Holder can (a) freeze the line, and (b) reduce the maximum amount to be advanced hereunder during any period in which (i) the value of my principal dwelling which secures the indebtedness evidenced hereby is significantly less than the original appraised value of the dwelling which was submitted to Note Holder (ii) Note Holder has reason to believe that I will be unable to comply with the repayment requirements hereunder due to a material change in my financial circumstances, which may include but is not limited to a reinstatement of payment schedules hereunder after the prior termination of the line due to the occurrence of an Event of Default (which was thereafter cured) (iii) Note Holder is precluded by government action from imposing the annual percentage rate provided for herein, (iv) any government action is in effect which adversely affects the priority of the mortgage given to Note Holder, to the extent that the value of Note Holder's interest in the property is less than 120% of the amount of the applicable credit limit hereunder, (v) Note Holder is notified by our regulatory agency that continued advances constitute an unsafe and unsound practice; or (vi) the maximum annual percentage rate is reached. The notice must be sent registered or certified mail, addressed to me at the real estate for such other address as I have given Note Holder. The notice will be deemed to have been given on the date it is deposited in the mail regardless of when I actually receive it.

If Note Holder elects to freeze the line or reduce the credit limit, the freezing of my right to any future advances or the reduction in the amount of the line of credit will be effective when Note Holder elects, provided that Note Holder shall mail or deliver written notice of that action to me not later than three (3) business days after the action is taken and shall contain the specific reasons for the action. If the notice specifies that Note Holder is terminating my line, rather than merely freezing it, I will be obligated to repay my outstanding principal balance, and all accrued finance charges and other charges imposed upon my credit line, upon receipt of the notice, provided, however, that Note Holder will still have the right, in accordance with and at the times specified in this Agreement to give me a subsequent notice terminating my line entirely, thus accelerating the Due Date and thereby advancing the date full repayment is due. In addition, Note Holder will still have the right to terminate the line, accelerate the Due Date and institute foreclosure proceedings under the Mortgage if an event or breach permitting such remedies occurs.

COMMUNITY TITLE GUARANTY CO.
107 E. Rudefield Rd., Suite 100
Chicago, Illinois 60648
Tel: 312-421-1800-222-1566

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1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest on the Note, together with any late charges and other charges imposed under the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by lender under the Note and this Mortgage shall be applied by Lender first: in payment of amounts payable to lender by borrower under paragraphs 6 and 26 of this Mortgage, then to interest payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; FEES. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of trust) on the Property which may attach any priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.

4. HAZARD INSURANCE. Borrower shall, at its cost, 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 collectively referred to as "Hazards" as Lender may require. Borrower shall maintain hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the insurance requirement contained in the insurance policy.

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 or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss a non-claim promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Lender and Borrower in this connection) and the amount not so applied as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to carry out the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or provide any additional protection to such holder.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within thirty (30) calendar days after the date that a claim is made by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to receive the proceeds of the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies or Lender is to the proceeds thereof resulting from damage to the Property prior to such acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not be subject to partial waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any law or this Mortgage which relate to the creation or governing the condominium or planned unit development. Borrower shall promptly perform all of Borrower's obligations under the declaration, articles, covenants, creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and all other documents, all as may be amended from time to time. If a condominium or plan unit development order is executed by Borrower and recorded 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 of this Mortgage.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in the Mortgage or in the Credit Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation as to this Mortgage, cause such proceedings to be instituted or proceeding, disburse such sums (including reasonable attorneys' fees), and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premium required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall be considered additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree in writing to other terms of payment, such amounts shall be paid upon payment by Borrower to Lender or Borrower requesting payment hereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action to defend and any action taken shall not release Borrower from any obligation in this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that, except as otherwise provided, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender'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 Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute any such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received or made settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement or condemnation award shall be made without Lender's prior written approval.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage, or any such action, shall not constitute a waiver of Lender's right to exercise any right granted herein or under the Credit Documents, shall not operate to release or, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender shall not be required to commence proceedings against such successors or release the property time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as a waiver, or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's rights or otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the other Credit Documents.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective successors, heirs, legatees, devisees and assigns of Lender and Borrower, and to the assignee of paragraph 16 hereof. All covenants and agreements of Borrower or Borrower's successors, heirs, legatees, devisees and assigns shall be in and to the benefit of Lender, who co-signs this Mortgage, but does not execute the Note, (a) in signing this Mortgage only to certify that Borrower's interest in the Property under the terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to this Mortgage or the Note, without the Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. 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. In this Mortgage, when the context so requires, the singular gender includes the feminine and/or neuter, and the singular number includes the plural.

11. NOTICES. Except for any notice required under applicable law to be given in another manner, for any notice to Borrower or Borrower's successors, heirs, legatees, devisees and assigns provided for in this Mortgage shall be given by hand delivering a copy or by mailing such notice by registered or certified mail to (a) Borrower or Borrower's successors, heirs, legatees, devisees and assigns at the Property Address or at such other address as Borrower or Borrower's successors, heirs, legatees, devisees and assigns may designate by written notice to Lender as provided herein, and (b) any notice to Lender shall be given by registered or certified mail to Lender at First National Bank of Lincolnshire, One Marzoff Drive, Lincolnshire, Illinois 60069-7703 or to such other address as Lender may designate by the majority statement to Borrower (or to Borrower's successors, heirs, legatees, devisees and assigns which have provided Lender with a written notice of their address and address as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made of the notice to be deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph 11. Notwithstanding the above, notices of Lender's change of address shall be sent by regular mail.

12. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage 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 Mortgage. If any provision of this Mortgage shall be adopted, amended, repealed or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs", "expenses" and attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. BORROWER'S COPY. Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

14. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents, or such rights as be available to lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

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15. EVENTS OF DEFAULT

a. Notice and Grace Period. In the event of a default or breach of any of the covenants or conditions of the Credit Documents, if any, after Lender gives written notice to Borrower of Borrower's breach or non-compliance with any of the Credit Documents, and to provide Lender, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice is given, and expires at 11:59 p.m. Central time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of Default will occur hereunder upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 14 hereof and shall contain the following information: (1) the nature of Borrower's breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which such breach or violation must be cured; and (4) whether failure to cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any, under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.

b. Events of default. Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace periods are: (1) four (4) months after each and every Event of Default; (2) Borrower fails to pay when due any amounts due under the Credit Documents (other than (3) the grace period); (3) Borrower fails to keep the Account and other credit accounts made in paragraphs 2 and 5 of the Agreement (the grace period); (4) Lender receives actual knowledge that Borrower has furnished material information on Borrower's credit application (the grace period) or Borrower committed fraud or material misrepresentation in connection with this Lender's relationship; (5) Borrower dies or changes his or her marital status and transfers Borrower's interest in the Property to someone who either is not also a signatory of all the Credit Documents (no grace period) or is a signatory of all the Credit Documents if such transfer, in Lender's reasonable judgment, materially impairs the security for the line of credit described in the Credit Documents (no grace period); (6) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrower, and not closed, or remains in a Chapter 11 or Chapter 12 reorganization for more than 180 calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing, for more than 180 calendar days, or is deemed to be the beneficiary of Borrower's creditors, become insolvent or become unable to meet Borrower's obligations generally, as such become due to or for the benefit of Lender or any other creditor; (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance of an interest in the amount of any such lien, claim of lien or encumbrance (10 day grace period to remove lien, claim of lien or encumbrance); (8) Borrower defaults on an action filed alleging a claim under any state or federal or non-state law and not containing an obligation of Borrower with priority in right of payment over the line of credit described in the Credit Documents or which is a lien or appears to have any priority over the lien hereby created under this Mortgage; (9) any other creditor of Borrower attempts to foreclose, does or obtains a writ of attachment against the Property (no grace period); (10) Borrower fails to keep any other covenant contained in any of the Credit Documents not contained in this paragraph 15 (the applicable grace period), unless the failure is, by its nature not curable, in which case no grace period or, if another grace period is provided in the Credit Documents, that grace period shall prevail; or (11) Borrower sells or transfers all or any part of the Property securing the line of credit without Lender's prior written consent or Borrower moves out of the Property and it is no longer Borrower's principal place of residence (no grace period); (12) Borrower fails to promptly update financial information to Lender upon its request (30 days grace period beginning on date of Lender's request).

When an Event of Default applies during a grace period, Lender terminates the Account, Borrower must immediately (1) return all unused Checks and CashES to Lender and (2) pay the entire outstanding balance of Borrower's Account plus accrued FINANCE CHARGES, late charges and other charges imposed on said Account.

16. TRANSFER OF THE PROPERTY. If Borrower, or beneficiary of the Trust, if any, sells, conveys, assigns or transfers, or promises or consents to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any trust (Borrower or the Trust, if any, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation, the sale or transfer of any proceeds or of foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable. Any such action by Borrower or beneficiary of the Trust shall constitute an immediate Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer or promise to sell or transfer the Property or any direct or indirect interest therein, or amend or consent to amend a trust or transfer of an interest in the Property, shall constitute a separate Event of Default.

As an alternative to declaring a default secured by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and enter in writing, prior to the date of the transfer of the property, its promise to sell or transfer, to the transferee's assumption of the outstanding obligation under the Note, on terms satisfactory to Lender, subject to Lender's right, described in paragraph 15 of the Note, to make further advances or accelerate the outstanding balance of the line of credit. Lender's acceptance of the transferee's assumption of the obligation under the Note shall not release Borrower from any of its obligations under the Note and Mortgage, and Borrower shall remain the surety of the transferee of the Note until paid in full. Borrower understands that Lender will not permit the assumption of the outstanding balance under the Note to be used and will discharge the entire, outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see paragraph 15 hereof) and will not allow Borrower to be reimbursed by Lender. Written acknowledgment from the transferee that Lender has received a copy of each of the Credit Documents and the notice of the amount of Borrower's outstanding principal balance on the line of credit; (ii) Borrower has submitted to Lender a written acknowledgment from transferee that transferee has received such material and understands that Lender's security interest reflected by this Mortgage will remain on the Property until the entire outstanding principal balance of Borrower's line of credit as of the date of such sale or transfer or promise, plus any subsequent advances made under Borrower's line of credit beyond Lender's actual knowledge of the sale or transfer, together with accrued interest and other charges, is paid in full; (iii) Borrower consents to be subordinated to Lender's lien and to Lender's right to make advances on its revolving line of credit; (iv) As its security will be impaired or (v) a breach of any promise or agreement in this Mortgage shall occur or (vi) such transfer will impair the collection of any loan which has priority in right of payment over the indebtedness evidenced by the Note, Lender advances on the line of credit will be as of the date of the written assumption and consent signed by transferee and Lender. The transferee and Borrower shall retain the right to repay the Note before the time provided in part, in any part, with a premium of 10%.

17. ACCELERATION; REMEDIES INCLUDING FREEZING THE LINE. Upon the existence of an Event of Default, Lender may, at its sole option, terminate the line of credit and all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees.

As additional security, protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies permitted by law in the event of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 15 and 16 of the Mortgage, and freeze without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, for an increase in the amount of any such lien, claim of lien or encumbrance, or other superior or inferior to the lien of this Mortgage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 14 of the Mortgage. Lender and the line will not prohibit Lender from subsequently exercising any right or remedy set forth herein or in any of the Credit Documents.

18. 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 upon a foreclosure under paragraph 17 hereof of the agreement or an Event of Default hereunder or abandonment of the Mortgage, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon a foreclosure, assignment, receipt, or abandonment, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the amount of any sums due for the indebtedness secured by the Mortgage, shall be entitled to enter upon the possession of, and manage the Property, and may, without limitation, collect, receive and retain all of 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 principal, interest and management of the Property and collection of rents, in full, 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. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any of the foregoing provisions of this Note.

19. RELEASE. Upon payment of all sums secured by this Mortgage and termination of the Account, the Mortgage shall become null and void and Lender shall release the mortgaged and hereafter to be properly instrumented upon payment and discharge of all mortgages, securities, liens and payment of a reasonable fee to Mortgagee for the execution of such release if allowed by law.

20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of a lien, claim of lien and lien holder, from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as set forth on page one of this Mortgage.

21. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full. Any Event of Default under the Note or the Agreement shall constitute an Event of Default hereunder, without further notice to Borrower.

22. TIME OF ESSENCE. Time is of the essence in this Mortgage, and the Note and Agreement.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information if it is provided to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at First National Bank of Lincolnshire, One Madison Drive, Lincolnshire, Illinois 60467-5011 or such other address specified by Lender to Borrower. Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on a written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

24. TAXES. In the event of the pro rata sale of the date of the Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, such law shall be binding on the normal operations of such taxes, so as to be for the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, or other statutory provisions or any so-called "anti-deficiency laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property mailed upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagee, the trustee, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

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26. EXPENSE OF LITIGATION. In any suit to enforce the lien of this Mortgage or enforce any other lien of the Lender under this Mortgage, the instrument, or the Note there shall be allowed and paid to the Lender, as additional indebtedness on the judgment or decree, all expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, court costs, or any other expenses, including expert witness fees, appraisals, partitions, conveyances, survey costs, the costs (which may be estimated as to need to be expended) of the recording of this instrument, and the costs of title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence its title at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in the paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property in its preparation for the commencement of action of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.

27. CAPTIONS; SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or restrict the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28. TRUSTEE EXCULPATION. If this Mortgage is executed by a Trust N/A

Trustee executes this mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness resulting hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage, and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER IS AN INDIVIDUAL(S)

Individual Borrower Betty Myers
Betty Myers

Individual Borrower

Individual Borrower

Individual Borrower

STATE OF ILLINOIS }
COUNTY OF } SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Betty Myers married to Louis R. Myers

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal, this 26th day of March, 1990

Janis A. Anderson
Notary Public

Commission Expires:

"OFFICIAL SEAL"
Janis A. Anderson
Notary Public, State of Illinois
My Commission Expires 3/24/91

BORROWER IS A TRUST N/A

not personally but solely as trustee as aforesaid

By: _____
Its _____
Title _____

ATTEST

Its _____
(Title)

STATE OF ILLINOIS }
COUNTY OF COOK } SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____

President of _____ a corporation, and _____ Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that he is custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19 _____

Notary Public

Commission expires:

THIS INSTRUMENT PREPARED BY:

J. Anderson
First National Bank of Lincolnshire
One Marriott Drive
Lincolnshire, Illinois 60069-3703
(708) 634-4200

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26th day of March, 19 90 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "security instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to First National Bank of Lincolnshire (herein "Lender") and covering the Property described in the security instrument and located at 1741 Portsmouth, Arlington Heights, IL.

The Property comprises a unit in, together with an undivided interest in the common elements of, and the right (if any) to the exclusive use of certain portions of the common elements of, a condominium project known as NEWPORT VILLAGE CONDOMINIUMS (herein "Condominium Project").

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments and Other Obligations. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association (herein "Owners Association") pursuant to, and shall perform all of Borrower's other obligations under the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against 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, then:

(i) Borrower's obligation under the security instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and

(ii) the provisions in the security instrument regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the security instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation, or other taking of all or any part of the common areas and facilities of the Condominium Project, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied to Lender to the sums secured by the security instrument in the manner provided in the security instrument.

D. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

E. REMEDIES. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the security instrument. Borrower grants an irrevocable power of attorney to Lender to vote in its discretion on any matter that may come before the members of the Owners Association. Lender shall have the right to exercise this power of attorney only after default by the Borrower and may decline to exercise its power, as the Lender may see fit.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

Betty Myers
Borrower

Borrower

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Borrower

Borrower

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Property of Cook County Clerk's Office

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