

90280076

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**PLAINS BANK OF ILLINOIS, N.A.
MORTGAGE**

Plains Bank of Illinois, N.A.
678 Lee Street
Des Plaines, Illinois 60016

DEPT-01 RECORDING \$15.25
T#2222 TRAN 8863 06/13/90 14:02:00
#1435 * B * -90-280076
COOK COUNTY RECORDER

THIS MORTGAGE, made this 1st day of June, 1990 between Judd H. Holman and
Sandi K. Holman, his wife together

("Borrower") and PLAINS BANK OF ILLINOIS, N.A., a national banking association with offices at 678 Lee Street, Des Plaines, Illinois 60016 ("Bank").

WITNESSETH that:

Borrower has executed and delivered a certain Home Equity Line Note and Credit Agreement ("Note") of even date herewith payable to the order of Bank in the maximum principal amount ("Maximum Credit Amount") of One hundred fifty thousand and 00/100 dollars (\$ 150,000.00). The Note evidences advances made or to be made by Bank to Borrower under the terms of the Note.

The indebtedness evidenced by the Note accrues interest at a variable rate provided for in the Note. The principal and interest under the Note are due and payable as provided in the Note, and the outstanding principal balance of the Note and all accrued and unpaid interest are, if not sooner due, or declared due, due and payable five (5) years from the date hereof.

To secure to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained and of the covenants and agreements of Borrower contained in the Note, the Borrower does hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in Cook County, Illinois, hereby releasing and waiving all rights, under and by virtue of the Homestead Exemption Laws of the State of Illinois in such property:

Lot 40 in Hunting Hills of Inverness of the Property of Arthur T. McIntosh and Company being a subdivision of Parts of Sections 20 and 21, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois

1505

which has the common address of 1695 Appleby Road Palatine Illinois 60067 ("Property Address"); and the permanent index number of 02-20-207-007-0000

Together with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and 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; all of the foregoing, together with said property are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to Plains Bank of Illinois N.A. dated October 3, 1989 and recorded as document 8947447

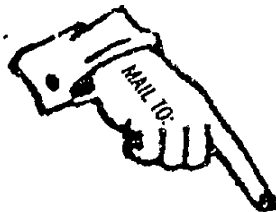
The indebtedness evidenced by the Note constitutes a revolving credit loan. This Mortgage is given to secure not only existing indebtedness but also such future advances, whether such advances are obligatory or are to be made at the option of Bank, or otherwise, as are made by Bank under the Note, to the same extent as if such future advances were made as of the date of this Mortgage. The total amount of indebtedness that may be secured hereby may decrease or increase from time to time, but the indebtedness secured hereby shall in no event exceed the Maximum Credit Amount of the Note, plus any sums advanced by Bank to protect its security, together with interest as provided in the Note and herein.

RE: TITLE SERVICES # R 6-587

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UNOFFICIAL COPY



"OFFICIAL SEAL"
KAREN K. KOCH
Notary Public, State of Illinois
My Commission Expires 3-28-92

PLAINS BANK OF ILLINOIS, N.A.
678 LEE ST.
BOX 408
DES PLAINES, IL 60016

RETURN TO:

THIS INSTRUMENT WAS PREPARED BY: Wendy Russell

My commission expires: 3-28-92

Notary Public

Karen K. Koch

GIVEN under my hand and notarial seal this _____ day of June, 19__.

signed, sealed and delivered the said instrument as (his) (her) (their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that Judd H. Holman and Sandt K. Holman

HEREBY CERTIFY THAT Judd H. Holman and Sandt K. Holman, his wife together
I, Karen K. Koch, a Notary Public in and for said County, in the State aforesaid, DO

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

Name: Sandt K. Holman

Sandt K. Holman

Name: Judd H. Holman

Judd H. Holman

BORROWER

22. RELEASE. Upon payment of all sums secured by this Mortgage and termination of the Note, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordings of any documentation necessary to release this Mortgage.
23. WAIVER OF HOMESTEAD. Borrower hereby waives all rights of homestead exemption in the Property.
24. LOAN CHARGES. If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.
25. LEGISLATION AFFECTING BANK'S RIGHTS. If enactment or expiration of applicable law has the effect of rendering any provisions of the Note or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by this Mortgage or the Note. IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Des Plaines, Illinois.

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The Borrower has the right to prepay the principal amount outstanding on the Note, in whole or in part, at any time during the term thereof, without penalty.

COVENANTS. Borrower and Bank covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments, bills and reasonable estimates thereof.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency (which institution may be the Bank). Bank shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Bank may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, unless Bank pays Borrower interest on the Funds and applicable law permits Bank to make such a charge. Borrower and Bank 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, Bank shall not be required to pay Borrower any interest or earnings on the Funds. Bank 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 Bank, 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 Bank shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Bank any amount necessary to make up the deficiency within ten (10) days from the date notice is mailed by Bank to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Bank shall promptly refund to Borrower any Funds held by Bank. If, under paragraph 18 hereof, the Property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sums secured by this Mortgage.

The requirements of this paragraph 2 shall not be applicable if the Borrower is obligated to make installment payments on account for taxes and insurance to the holder of a prior first lien mortgage.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under paragraphs 7 and 18 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement ("Prior Mortgage") which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay all taxes, assessments and other charges, fines and imposition, all payable to the Property which may attain a priority over this Mortgage in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, at least ten (10) days before due, directly to the payee thereof. Borrower shall promptly furnish to Bank all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Bank receipts evidencing such payments.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as Bank may require. Borrower shall maintain Hazard Insurance for the term of the Note or such other periods as Bank may require and in such amounts as Bank may require, provided that Bank shall not require insurance in excess of the sum of (a) 110% of the Maximum Credit Amount of the Note and (b) the amount of any obligation secured by any Prior Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause acceptable to Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any Prior Mortgage. Borrower shall promptly furnish to Bank all receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any Prior Mortgage, 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 would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Bank receives payment from the insurance carrier in settlement of a claim, Bank is authorized to apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If under paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. PROTECTION OF BANK'S SECURITY. If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcements or arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Bank pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Bank to

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