

UNOFFICIAL COPY

90286082

Gary-Wheaton Bank



FIRST CHICAGO

This Document Prepared By  
First Chicago Bank of  
St. Charles, N.A.  
520 Dunham Road  
St. Charles, IL 60174  
By: D. Nedbal

EQUITY CREDIT LINE  
MORTGAGE

BOX 333

S.S. 8904344

THIS MORTGAGE ("Security Instrument") is given on June 12 19 90. The mortgagor is Michael W. Hogen and Kimberly E. Hogen, his wife ("Borrower").

This Security Instrument is given to First Chicago Bank of St. Charles, National Association, which is a National Banking Association organized and existing under the laws of The United States of America whose address is 520 Dunham Road St. Charles, Illinois, 60174 ("Lender"). Borrower owes Lender the maximum principal sum of TWENTY THOUSAND AND NO/100

Dollars (U.S. \$ 20,000.00), or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to that certain Equity Credit Line Agreement of even date herewith executed by Borrower ("Agreement"), whichever is less. The Agreement is hereby incorporated in this Security Instrument by reference. This debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable five years from the date of this Security Instrument. The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time during the Draw Period (as defined in the Agreement). The Draw Period may be extended by Lender in its sole discretion, but in no event later than 20 years from the date hereof. All future loans will have the same lien priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including all principal, interest, and other charges as provided for in the Agreement, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 8 of this Security Instrument to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement and all renewals, extensions and modifications thereof, all of the foregoing not to exceed twice the maximum principal sum stated above. For this purpose, Borrower does hereby mortgage,

grant and convey to Lender the following described property located in Cook County, Illinois:

Lot Forty Two, In East Lawn Addition to Norwood Park, a Subdivision of the West Nine (9) Acres of the North Sixteen (16) Acres of the West Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, (except the East 41.14 feet of the said West Nine (9) acres), in Cook County, Illinois.

15.00

COOK  
FILE  
1990

90286082

Clerk's Office

90286082

Permanent Index No. 13-07-213-027  
which has the address of 5436 North Nashville Chicago  
Illinois 60656 ("Property Address").

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, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 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 any encumbrances of record. There is a prior mortgage from

# UNOFFICIAL COPY

**9. 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 the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest 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 or Borrower's successors in interest. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver but all of the terms, covenants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue in full force and effect. No waiver shall be asserted against Lender unless in writing signed by Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition of the Property is such that a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or before the taking. Any balance shall be paid to Borrower.

(a) The total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, shall be reduced by the amount of the proceeds, multiplied by the following fraction: in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds, unless Borrower and Lender otherwise agree not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or in other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

**7. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including reasonable attorneys' fees, and a lien which has priority over the Security Instrument, appearing in court, paying reasonable attorneys' fees, and a lien on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

**5. Preservation and Maintenance of Property.** Leasehold, Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

Under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance, policies and proceeds resulting from sums secured by this Security Instrument, whether or not then due, shall be assigned to Lender. The 30-day period will begin when the notice is given to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may use the proceeds to repair or restore the Property, or to pay to Borrower, with any excess paid to insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to the Security Instrument. If the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property, Lender may make repairs to the Property.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security Instrument or there is a legal proceeding that may significantly affect Lender's rights in the Property, Lender may make repairs to the Property. Lender shall promptly give notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Lender shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

**4. 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 any other hazard for which Lender requires insurance. This insurance shall be maintained in the amount and for the period that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Lender shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

**3. Charges; Lien.** Borrower shall pay all taxes, assessments, charges, fines, and interest on the Property, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

**2. Application of Payments.** All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Agreement.

**COVENANTS.** Borrower and Lender covenant and agree as follows:

as document number \_\_\_\_\_ dated \_\_\_\_\_ and recorded \_\_\_\_\_

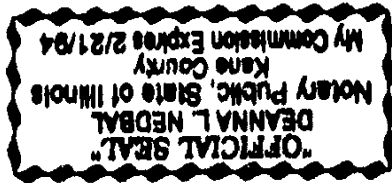
Borrower to \_\_\_\_\_

UNOFFICIAL COPY

6 0 2 0 0 0 2

90286082

Property of Cook County Clerk's Office



IFC Form 147A17

My Commission expires:

Deanna L. Nedbal  
Notary Public

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Michael W. Hogan and Kimberly E. Hogan 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 12th day of June, 19 90.

Borrower

Kimberly E. Hogan  
Borrower

Michael W. Hogan  
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders) executed by Borrower and recorded with it.

23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Borrower from paying any amount due under the Agreement or this Security Instrument or from performing any other obligation contained therein.

# UNOFFICIAL COPY

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

**11. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**12. Notices.** Any notices to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**13. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

**14. Assignment by Lender.** Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or liabilities hereunder.

**15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or demand on Borrower.

**16. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

**17. Prior Mortgage.** Borrower shall not be in default of any provision of any prior mortgage.

**18. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**19. Lender in Possession.** Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender 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 Security Instrument. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

**20. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

**21. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.