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COOK COUNTY, ILLINOIS
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Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 17th day of May 1990, between the Mortgagor, Robert C. Osmanski, married to Laura Osmanski (herein, "Mortgagor"), and the Mortgagee, The Northern Trust Company, an Illinois banking corporation, with its main banking office at 50 South La Salle Street, Chicago, Illinois 60675 (herein, "Mortgagee").

WHEREAS, Mortgagor has entered into The Northern Trust Company Equity Credit Line Agreement (the "Agreement") dated 5-17-90, pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal balance of \$20,000 (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 5-15-95, 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 does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of Cook, State of Illinois, which has the street address of 1445 W. Summerville, Chicago, IL 60640 (herein "Property Address"), legally described as:

LOT 23 AND THE EAST 5 FEET OF LOT 24 IN BLOCK 2 IN ZERO PARK, BEING ZERO MARX SUBDIVISION OF BLOCK 1, 2, 3, AND 4 OF S. H. KERFOOTS RESUBDIVISION OF LOTS 1 TO 20 BOTH INCLUSIVE IN LOUIS E. HENRY'S SUBDIVISION OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number 14-08-117-015

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:

STEBBINS NELSON, ESQ.

50 S. La Salle Street
Chicago, Illinois 60675

Box 180

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11. Successors and Assigees Bound, Joint and Several Liability; Covenants Not to Compete and Non-Solicitation. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the successors, successors and assigns of Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. The cap-tions and headings of paragraphs of Mortgagor's agreement are for convenience only and are not to be used to interpret or define the provisions hereof.

10 Foreseeable range of Mortgagor's Net Assets. Any forechariance by Mortgagor in circumstances likely to give rise to a detriment under the Agreement shall not be a waiver of a waiver of payment of any such sum right or remedy. The procedure of insarance of property of other persons by the mortgagor shall not be a waiver of a waiver of payment of any such sum right or remedy. The procedure of insarance of property of other persons by the mortgagor shall not be a waiver of a waiver of payment of any such sum right or remedy.

Under Moribundage and Mortification otherwise agree in writing, any such application of proceeds to principal shall not exceed the amount of such paymants.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagor to the Company that the condominium has not been occupied by Mortgagor, or if, after notice by Mortgagor to the Company that the condominium is not being used for the purpose for which it was intended, or if the Company receives information of repeated violation of the terms of the lease, or if the sums accrued by this Mortgagor:

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

Interest is accrued, shall become additional indebtedness of Mortgagor accurate to terms of by this Mortgage; unless Mortgagor and Mortgagée agree to other terms at payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time on outstanding principal under the Agreement. Nothing contained in this paragraph shall require Mortgagor to incur any expense or take any action to recoup.

including, but not limited to, associations or professional attorney fees incurred upon the Property to make repairs.

United Mortgagors otherwise agree in writing, any such application of proceeds to principal shall not exceed the due date of the paym ents due under the Agreement of change of such pay- ments, if under paragraph 19 hereof, the Property is acquired by Mortgagee, all rights and interests of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the real property prior to the sale or acquisition shall pass to Mortgagor to the extent of the sums secured by this or any other security.

Underwriting fees and other underwriting expenses aggregate to writing insurance premiums shall be applied to creation of capital of the Project by stamping, provided such contribution of capital is economically feasible and it is security of the Mortgagor is not thereby impaired. It such restoration of capital is not economically feasible and it is security of the Mortgagor is not thereby impaired, the amount necessary to restore the capital of the Project by stamping, which insurance premium shall be applied to the security of this Mortgagor, will be mapped out, the excess, if any, paid to Mortgagor. If the Project is disbanded by Mortgagor, the insurance premium shall be applied to the security of this Mortgagor. If the sum secured by this Mortgagor, less

4. Hazardard insurance: Motorist agar shall keep the impreuveemnts now exist-
ing of heirealier reccord on the Proprety insured agamint loss by fire, hazards
included within the term "extenched coverage", and such other hazards
Motorage may require and in such amoutns and for such periods as Motorage
may require; provided, that Motorage shall not require that the amoutn of
such coverage exceed, nai, amoutn of coverage required to pay the total amount
accurred by this Motorpice, taking prior licsns and co-insurance into account.

The insurance carteric for, during the time of insurancability shall be chosen by Motorpa-
tnered). All premiums on insuance which approval shall be paid in a timely manner.
All insurance policies and renewals shall be in form acceptable to
Motorage and standard and regular cause in favor of and in form
acceptable to Motorage. Motorager shall be in form acceptable to
Motorage and renewals which shall be in form acceptable to
Motorager shall be in form acceptable to Motorager.

5. Motorager shall make payment by Motorager to the insurance carrier and Motorager
for such losses as result from damage to the propertys of Motorager or Motorager
or shall give prompt notice to the insurance carrier and Motorager
as soon as possible after receipt of paid premium in the event of loss. Motorager
or shall give prompt notice to the insurance carrier and Motorager
as soon as possible after receipt of paid premium in the event of loss. Motorager