

-91-441030

DEPT-01 RECORDING 15.29
T#5555 TRAN 7023 08/27/91 14:24:00
#2593 # E * - 91-441030
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

PLAINSBANK OF ILLINOIS, N.A.
MORTGAGE

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

THIS MORTGAGE, made this 23rd day of August, 19 91, between Thomas R. Nelles and Lynn F. Nelles, his wife ("Borrower") and PLAINSBANK 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 Forty Thousand and 00/100 dollars (\$ 40,000.00). 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 47 in the Shires of Prospect Heights, being a Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 42 North, Range 11, East of the Third Principal Meridian, According to the Plat thereof recorded November 5, 1986 as Document Number 86-519270, in Cook County, Illinois.

91441030

which has the common address of 206 Waterford, Prospect Heights, IL 60070 ("Property Address"); and the permanent index number of 03-23-318-026

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 NBD Mortgage Co. of Illinois dated 8-31-89 and recorded as document 89409435

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 # 85-714-0

1599

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

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 due 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 accrue in 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 not 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.

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 return 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 DEBTS 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 impositions attributable to the Property which may accrue over this Mortgage 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 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 enforcement or arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disbursements or reasonable attorneys' fees and action as is necessary to protect Bank's interest, including, but not limited to, disbursements or 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 as set forth in paragraph 7 shall require Bank to

STAG 030

UNOFFICIAL COPY

incur any expense or take any action hereunder.

8. INSPECTION. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Bank's interest in the Property.

9. 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 Bank, subject to the terms of any Prior Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby irrevocably authorized to apply or release such moneys received or make 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 for condemnation damages shall be made without Bank's prior written approval.

10. BORROWER NOT RELEASED. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment terms of the sums secured by this Mortgage granted by Bank to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Bank shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. FORBEARANCE BY BANK NOT A WAIVER. Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event.

12. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other rights or remedies under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

13. 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 heirs, legatees, devisees, successors and assigns of Bank and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. 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.

14. NOTICES. Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Bank as provided herein, and (b) any notice to Bank shall be given by certified mail to Bank's address stated herein or to such other address as Bank may designate by Notice to Borrower as provided herein. Unless otherwise specifically provided, any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Bank when given in the manner designated herein.

15. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by Federal law and the law of Illinois. In the event that any provision or clause of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. BORROWER'S COPY. Borrower shall be given a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.

17. TRANSFER OF THE PROPERTY; DUE ON SALE. If all or any part of the Property or any interest therein or any interest in any trust that holds title to the Property is sold, transferred, conveyed, mortgaged, encumbered or assigned by operation of law or otherwise, sums secured by this Mortgage shall, after thirty (30) days' notice by Bank to Borrower as provided in paragraph 18, become immediately due and payable without notice or demand.

18. DEFAULT; ACCELERATION. The Note and this Mortgage shall be in default after thirty (30) days' notice by Bank to Borrower of any of the following events: (a) an "Event of Default" (as defined in this Note) or Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including, but not limited to, the covenants to pay when due or declared due any sums secured by this Mortgage; (b) the occurrence of a default under any Prior Mortgage or any instrument evidencing indebtedness secured by a Prior Mortgage, or the acceleration of any such indebtedness or the filing of any action to collect such indebtedness or to foreclose such Prior Mortgage; (c) any application or any representation or statement furnished to Bank by Borrower is found to be false; (d) the outstanding balance due Bank under the Note or Mortgage exceeds the Maximum Credit Amount; (e) Borrower fails to furnish Bank an updated financial statement upon each anniversary date of the Note or when Bank reasonably requests or Borrower fails to furnish Bank any other personal financial information when Bank reasonably requests; (f) a bankruptcy proceeding is filed by or against Borrower or Borrower makes an assignment for the benefit of creditors, becomes insolvent or is unable to meet Borrower's obligations as they become due; (g) Borrower's death; (h) all or any part of the Property is sold or is further encumbered; or (i) the occurrence of any other default under this Mortgage, the Note, or any other agreement between Bank and Borrower.

Upon the occurrence of any of the events described in items (a) through (i) above, Bank, without notice, may refuse to pay any outstanding checks or make any additional advances, and Bank at Bank's option may, upon 30 days' notice to Borrower, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Bank shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports. During the continuance of the default, Borrower remains subject to all rights, remedies and obligations set forth in the Note, in addition to those rights, remedies and obligations provided herein.

19. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Bank's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Bank all sums which would be then due under this Mortgage and the Note, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Bank in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Bank's remedies as provided in paragraph 18 hereof including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Bank may reasonably require to assure that the lien of this Mortgage, Bank's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; BANK IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof, or abandonment, and at any time prior to the expiration of any period of redemption following judicial sale, Bank, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property, and collect the rents of the Property, including those past due. All rents collected by Bank or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

21. TIME OF ESSENCE. Time is of the essence in this Mortgage and the Note.

91442030

UNOFFICIAL COPY

Property

PHYLIS R. GIANNELLI
"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires Oct. 29, 1994

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



RETURN TO:

THIS INSTRUMENT WAS PREPARED BY: Wendy Graham

My commission expires: Oct. 29, 1994

Notary Public

Phyllis R. Gianneli

GIVEN under my hand and notarial seal this 22nd day of August, 1991

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 they

HEREBY CERTIFY THAT Thomas R. Nelles and Lynn F. Nelles, his wife

I, Phyllis R. Gianneli, a Notary Public in and for said County, in the State aforesaid, DO

STATE OF ILLINOIS)
) SS.)
) COUNTY OF COOK)

BORROWER
Name: Thomas R. Nelles
Name: Lynn F. Nelles

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.

51441030