

STANDARD EQUITY LINE MORTGAGE

THIS MORTGAGE ("Mortgage") is made this 24TH day of OCTOBER 19 91 between Mortgagor, RICHARD G MILLER AND DOLORES H MILLER, HIS WIFE (herein "You," "Your" or "Yours") and the Mortgagee, Standard Federal Bank for Savings, a corporation organized and existing under the laws of the United States, whose address is 4192 Archer Avenue, Chicago, Illinois 60632-1890 (herein "We," "Us" or "Our")

WHEREAS RICHARD G MILLER AND DOLORES H MILLER, HIS WIFE is (are) indebted to us pursuant to an Account Agreement ("Agreement") of even date hereof, additionally secured, if appropriate, by a Security Agreement and Collateral Assignment of Beneficial Interest in the land trust holding title to the property ("Security Agreement"), in the principal sum of FIFTEEN THOUSAND DOLLARS AND NO CENTS (U.S. \$ 15,000.00), (your "Credit Limit") or so much of such principal as may be advanced and outstanding, with interest thereon, providing for periodic installment payments of interest, fees and charges for five (5) years from the date hereof, thereafter, for periodic installment payments of the Outstanding Principal Balance in such sums as is necessary to fully repay the Outstanding Principal Balance in full in substantially equal installments of principal by the Maturity Date as more fully provided in paragraph 1 (C) hereof. Interest, fees and charges for ten (10) years; all such sums, if not sooner paid, being due and payable approximately fifteen (15) years from the date hereof (the "Maturity Date.")

To secure to us (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants, and agreements herein contained in this Mortgage, and (b) the repayment of any future advances, with interest thereon, made to you by us pursuant to paragraph 7 hereof, (such advances pursuant to paragraph 7 hereof of principal made after the date hereof being referred to as "future advances"), and (c) any "Loans" (advances of principal after the date hereof) as provided for in the Agreement (it being the intention of us and you that all such Loans made after the date hereof enjoy the same priority and security hereby created as if all such Loans had been made on the date hereof); and (d) the performance of your covenants and agreements under this Mortgage and the Agreement secured hereby. For this purpose, you or hereby mortgage, grant, convey and warrant (unless you are an Illinois land trust, in which case you mortgage, grant, convey and quit claim to us) the following described property located in the County of COOK and State of Illinois:

LOT 13 (EXCEPT THE EAST 5 FEET) AND THE EAST 10 FEET OF LOT 14 IN BLOCK 60 IN F.H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, BEING A SUBDIVISION OF ALL THAT PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND WEST OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD (EXCEPT THE WEST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SAID SECTION 17) ALSO THAT PART OF THE NORTH 3/4 OF THE EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 17, LYING EAST OF SAID RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD, IN COOK COUNTY, ILLINOIS.

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P.I.N. No. 19-17-228-042-0000 which has the address of 5742 W 59TH ST (street) CHICAGO (city), IL, 60638 (state and zip code), (herein "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, 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 Mortgage. All of the foregoing is referred to in this Mortgage as the "property."

You covenant that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. You, unless you are an Illinois land trust, warrant and will defend generally the title to the property against all claims and demands, subject to any encumbrances of record.

You acknowledge that this Mortgage secures an Agreement that contains provisions allowing for changes in the interest rate, and that we may, prior to the maturity of the Agreement and subject to certain conditions, reduce the Available Credit Line and/or require repayment of the total balance outstanding under the Agreement.

Covenants. You and we covenant and agree as follows:

1. (A) Payment of Principal and Interest. You shall promptly pay when due the principal of and interest accrued on the indebtedness evidenced by the Agreement, together with any late charges or other fees, charges or premiums imposed by the Agreement, the Security Agreement, or by this Mortgage.

(B) Credit Line Loan. This Mortgage secures a Standard Equity Line Agreement. You will enjoy access to that Equity Line during the first sixty-one (61) Billing Cycles assigned to your Account. Each Billing Cycle will be approximately one month. (Your initial Billing Cycle may be less than one month). The Draw Period of the Agreement is therefore approximately five (5) years long. You agree to repay the principal amount of the Loans advanced during the Draw Period of the Agreement during the ten (10) years commencing at the close of the Draw Period. This repayment term is referred to herein and in the Agreement as the Repayment Term. The total term of the Agreement secured by this Mortgage is therefore approximately fifteen (15) years.

(C) Interest during the Account Term. You agree to pay interest (a "Finance Charge") on the Outstanding Principal Balance of Your Account during the Account Term as determined by this Paragraph 1(C).

The rate of interest ("Annual Percentage Rate") will be determined and will vary based upon an "Index." This Index shall be the prime rate of interest as published in the Money Rates Section of the Wall Street Journal on the last business day of each month, regardless of when such rates were quoted by the Commercial Banks to the Wall Street Journal. The Index is defined by the Wall Street Journal as the base rate on corporate loans at large U.S. Money Center Commercial Banks. In the event more than one Index is published by the Wall Street Journal for any applicable day, the lowest rate so published shall apply. In the event such an Index ceases to be published by the Wall Street Journal, we will select a new Index that is based upon comparable information, and if necessary, a substitute "Margin" so that the change in the Index results in substantially the same Annual Percentage Rate required under the previous Index.

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Upon payment in full of all sums secured by this Mortgage, and termination of the Agreement, we shall promptly refund to you any funds held by us, if under paragraph 20, the property is sold or acquired by us, we shall apply, no later than immediately prior to the sale of the property or its acquisition by us, any funds held by us at the time of application as a credit against the sums secured by this Mortgage.

If the amount of the funds held by us, together with the future monthly payments of funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at your option, either promptly repaid to you or credited to you on monthly payments of funds. If the amount of the funds held by us is not sufficient to pay the escrow items when due, you shall pay to us any amount necessary to make up the deficiency in one or more payments as required by us.

The fund shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including us if we are such an institution). We shall apply the funds to pay the escrow items. We may not charge for holding and applying the funds, and analyzing the account or verifying the escrow items, unless we pay you interest on the funds and applicable law permits us to make such a charge. You and we may agree in writing that interest shall be paid on the funds. Unless an agreement is made or applicable law requires interest to be paid, we shall not be required to pay you any interest or earnings on the funds. We shall give to you, 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.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by us, you shall pay to us on the day periodic payments are due under this Mortgage as released, a sum ("funds"), equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments of ground rents on the property; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". We may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

If the interest rate effective during the Repayment Term changes, the amount of the periodic payments may change. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

Your Minimum Payment Due shall be \$50.00 unless the sum of the above items is greater than \$50.00 in which event it shall be the sum of the above items. However in no event will you be required to make any minimum payment that would create a credit balance in your account.

(3) Amount of Monthly Payments During the Repayment Term. You agree to pay, on or before the due date shown on the Periodic Billing Statement, the "Minimum Payment Due" for each Billing Cycle in the Repayment Term. This Minimum Payment Due includes any past due payments, plus the sum of (1) a fraction of the outstanding principal balance that has a numerator of 1 and a denominator equal to the number of billing cycles left in the Repayment Term, so that the principal amount of your account is fully paid in substantially equal installments by the end of the Repayment Term; (2) Finance Charges accrued during the billing cycle; and (3) any other fees or charges assessed to your account during that Billing Cycle.

(2) Payments Before They Are Due During the Repayment Term. You have the right to make payments of principal at any time before they are due during the Repayment Term. Such payments are known as "Prepayments." Prepayments may be made in full or in part without incurring penalty. We will use Prepayments to reduce the Outstanding Principal Balance due pursuant to this Agreement. However, a partial Prepayment will not delay the due date of your agreed monthly payments, unless agreed to in writing by us. Partial Prepayments will reduce the amount of the Finance Charge accrued in subsequent Billing Cycles. Any reduction due to a partial Prepayment may be offset by an interest rate increase.

(1) Time and Place of Payments. Until all sums due and owing by you to us have been paid in full, you promise to pay to us during the Repayment Term, on or before the Payment Due Date and at the place shown on the periodic Billing Statement, the "Minimum Payment Due" described in Paragraph 1(E)(3) hereof.

(E) You may pay all or any portion of the unpaid balance at any time without incurring any special or extra Finance Charge.

(D) Agreed Periodic Payments During the Draw Period. Until all sums due and owing by you to us have been paid in full, you promise to pay to us, during the Draw Period and for the 61st Billing Cycle, on or before the payment due date and at the place shown on the Periodic Billing Statement, the "Minimum Payment Due". The payment amount due shall be computed as follows and is referred to as the "Minimum Payment Due". The sum of the following charges incurred in the Billing Cycle and not yet paid: (a) Finance Charges; (b) the Annual Fee; (c) all other charges incurred pursuant to this Agreement or the Loan Documents except the fees and charges provided for in Paragraphs 10 (b) (C) and (D) of the Standard Equity Line Agreement; (d) such principal as is necessary to reduce the total outstanding balance to the Credit Limit; and (e) any past due payments. Except as provided in Paragraph 1(C), above, the minimum payment will not reduce the principal that is outstanding on your Credit Line.

The Daily Periodic Rate disclosed on the periodic Billing Statement is truncated at eight (8) decimal places. The Average Daily Balance is rounded to the nearest whole cent.

Your periodic Billing Statement will disclose an "Average Daily Balance" for that Billing Cycle. The Average Daily Balance is determined by totaling the Daily Principal Balances of your Account at the close of each day of the Billing Cycle and dividing the total by the number of days in the Billing Cycle. You may use the Average Daily Balance to verify the amount of the Finance Charge by multiplying the Daily Periodic Rate by the Average Daily Balance and multiplying the resulting product by the number of days in the Billing Cycle. The "Daily Principal Balance" of your Account reflects payments and other credits and Loans posted to your "Account" on each day of the Billing Cycle. The Daily Principal Balance does not include any unpaid Finance Charges, Annual Fees and other charges. Finance Charges are assessed on Loans and other debits beginning on the day we pay your Checks or otherwise makes funds available to you through the Account.

The Daily Periodic Rate disclosed on the periodic Billing Statement is truncated at eight (8) decimal places. The Average Daily Balance is rounded to the nearest whole cent.

The index so determined shall be effective for any Billing Cycle that begins in the following month.

Your rate of interest ("Annual Percentage Rate") shall be the index plus a "Margin". The Margin is 1.000%

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The above and foregoing provisions contained in this paragraph 2 relating to payment by you to us of funds in escrow shall be excused so long as you are required on the date hereof, and continue after the date hereof, to make comparable payment of funds in escrow to the holder of a Note secured by a mortgage or similar security agreement on the property, which such mortgage or similar security agreement has priority over this Mortgage. You agree to provide us with proof of payment of such funds in escrow.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and this Mortgage shall be applied against the amount due, as stated in your oldest past due periodic Billing Statement, in the following order: (1) Finance charges; (2) the portion of the Principal Balance due; (3) late charges; and (4) any other fees or charges. Payments will then be applied similarly to amounts due on successive past due Billing Statements until all amounts billed have been paid. Any balance of your payment will be applied to the Outstanding Principal Balance. Any remainder will create a Credit Balance. Charges incurred and billed pursuant to Paragraph 7, below, will be satisfied prior to the application of payment to any other component of the Billing Statement.

4. **Charges; Liens.** You shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. You shall pay these obligations in the manner provided in paragraph 2, or if not paid in the manner, you shall pay them on time directly to the person owed payments. You shall promptly furnish to us all notices of amounts to be paid under this paragraph. If you make these payments directly, you shall promptly furnish to us receipts evidencing the payments.

5. **Hazard Insurance.** You shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, any hazard included within the term "extended coverage" and any other hazard for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. The insurance carrier providing the insurance shall be chosen by you subject to our approval which shall not be unreasonably withheld.

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

Unless we and you otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damages, if the restoration or repair is economically feasible and our security is not lessened. If the restoration or repair is not economically feasible or our security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the property, or do not answer within thirty (30) days a notice from us that the insurance carrier has offered to settle a claim, we may collect the insurance proceeds. We may use the proceeds to repair or restore the property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraph 1 and 2 or change the amount of the payments. If under paragraph 20, the property is acquired by us, your right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** You shall not destroy, damage or substantially change the property, allow the property to deteriorate or commit waste. If this Mortgage is on a leasehold, you shall comply with the provisions of the lease, and if you acquire fee title to the property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

7. **Protection of our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or Regulations), then we may do and pay for whatever is necessary to protect the value of the property and our rights in the property. Our action may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the property to make repairs. Although we may take action under this paragraph 7, we do not have to do so.

Any amounts disbursed by us under this paragraph 7 shall become additional debt of yours secured by this Mortgage. Unless you and we agree to other terms of payments, these amounts shall bear interest from the date of disbursement at the rate provided in the Agreement and shall be payable, with interest, upon notice from us to you requesting payments.

If we require mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with your and our written agreement or applicable law.

8. **Inspection.** We or our agent may make reasonable entries upon and inspections of the property. We shall give you notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **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 us.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to you. In the event of a partial taking of the property, unless you and we otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (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. Any balance shall be paid to you.

If you abandon the property, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within thirty (30) days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the property or to the sums secured by this Mortgage, whether or not then due.

Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the periodic payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **You're Not Released; Forbearance by us Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by us to any successor in interest of yours shall not operate to release the liability of the original Mortgagor or your original successor in interest. We 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 Mortgage by reason of any demand made by you or your successors in interest. Any forbearance by us in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.



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21. **Possession.** Upon acceleration under paragraph 20 or abandonment of the property and at any time prior to the expiration of any period of redemption following judicial sale, we (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 we or the Receiver collect 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 Mortgage.

20. **Acceleration; Remedies.** We shall give notice to you prior to acceleration following your breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 19 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 you, 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 Mortgage, foreclosure by judicial proceeding and sale of the property. The notice shall further inform you of the right to reinstatement after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, we may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

19. **Transfer of the Property or a Beneficial Interest in Mortgage.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgage is sold or transferred and Mortgage is not a natural person) without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Security Instrument.

18. **Right to Reduce Credit Line.** We may, during the term of this Mortgage, reduce your Credit Limit or suspend your credit privileges (refuse to make additional Loans) if: (a) the value of your property drops significantly below the appraised value upon which the Agreement was based; (b) a material change in your financial circumstances gives us reason to believe that you will not be able to make the required payments; (c) governmental action precludes us from charging the ANNUAL PERCENTAGE RATE permitted by the Agreement or governmental action adversely affects our lien priority such that the value of our security interest falls below 120 percent of your Credit Limit; (d) the cap on the maximum ANNUAL PERCENTAGE RATE provided in the Agreement prevents us from increasing the ANNUAL PERCENTAGE RATE to match one or more increases in the index; (e) we are notified by our Regulatory Agency that Continuing to make Loans constitutes an unsafe and unsound practice; or (f) you are in default of any material obligation under the Agreement. If we refuse to make further Loans to you, but do not terminate your Account, you must notify us in writing if you would like to obtain further loans and can demonstrate that the conditions that gave us the right to refuse to make further Loans has changed.

17. **Default.** (a) The occurrence of any of the following events shall constitute a default by you under this Mortgage: (1) failure to pay when due any sum of money due under the Agreement or pursuant to this Mortgage or the Security Agreement; (2) your action or inaction adversely affects our security for the Agreement or any right we may have in that security; (3) you gave or give us any false or materially misleading information in connection with any Loan to you or in your application for the Account; (4) title to your home, the property, is transferred as more fully described in paragraph 19 before, on, or after the date of your death; (5) any of you die. (b) If you are in default under the Agreement, we may terminate your Account and require you to pay immediately the principal balance outstanding, any and all interest you may owe on the amount, together with all other fees, costs or premiums charged to your account. The principal balance outstanding under the Agreement after default shall continue to accrue interest until paid at the rate provided for in the Agreement, as if no default had occurred. In addition to the right to terminate your Account and declare all sums immediately due and owing under the Agreement, in the event of a default, we shall have the right to refuse to make additional Loans to you under the Agreement, (reduce your Credit Limit). If we refuse to make additional Loans to you after default, but do not terminate your account, you must notify us in writing if you would like to obtain further Loans and can demonstrate that the condition that led to the default no longer exists.

16. **For Mergers.** You covenant and agree to comply with all of the terms and conditions and covenants of any mortgage, trust deed or similar security instrument affecting the property which has or may have priority over this Mortgage, including specifically, but not limited to, making the payments of principal and interest due thereunder. Your failure to make such payments or keep such terms, conditions and covenants as provided for in such prior mortgages, trust deeds or security agreements shall constitute a default under this Mortgage, and we may invoke the remedies specified in paragraph 20 hereof.

15. **For Copy.** You shall be given one conformed copy of the Agreement and of this Mortgage.

14. **Governing Law; Severability.** This Mortgage shall be governed by federal law and regulation and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Agreement are declared to be severable.

13. **Notices.** Any notice to you provided for in this Mortgage 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 you designate by notice to us. Any notice to us shall be given by first class mail to our address stated herein or any other address we designate by notice to you. Any notice provided for in this Mortgage shall be deemed to have been given to you or us when given as provided in this paragraph.

12. **Loan Charges.** If the Agreement secured by this Mortgage 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 you which exceeded permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

11. **Successor and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Mortgage shall bind and benefit our and your successors and assigns, subject to the provisions of paragraph 19. Your covenants and agreements shall be joint and several. Any Mortgagee who co-signs this Mortgage but does not execute the Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagee's interest in the property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that we and any other Mortgagee may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagee's consent.

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22. **Release.** Upon payment of all sums secured by this Mortgage, we shall release this Mortgage without charge to you. You shall pay any recordation costs.

23. **Waiver of Homestead.** You waive all rights of homestead exemption in the property.

24. **Legislation Affecting Mortgagee's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, We, at our option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20. If we exercise this option, We shall take the steps specified in the second paragraph of paragraph 19.

25. **Riders to this Security Instrument.** If one or more riders are executed by Mortgagor 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. (Check applicable box(es))

- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]
- 1-4 Family Rider

Dated: OCTOBER 24, 1991

IF MORTGAGOR IS AN INDIVIDUAL:

Mortgagor RICHARD G MILLER

Mortgagor DOLORES H MILLER

Mortgagor \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF Cook

) SS

I, the undersigned, a Notary Public in and for such County, in the State aforesaid, DO HEREBY CERTIFY that RICHARD G MILLER AND DOLORES H MILLER, HIS WIFE personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR 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 24th day of October, 1991

Notary Public

**"OFFICIAL SEAL"**  
**BERT R. PICKETT**  
 Notary Public, State of Illinois  
 My Commission Expires 9/8/92

Commission Expires: \_\_\_\_\_

26. **Trustee Exculpation.** If this Mortgage is executed by an Illinois land trust, 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 us and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Agreement secured by this Mortgage shall be construed as creating any liability on the trustee personally to pay such Agreement or any interest that may accrue thereon, or any indebtedness accruing 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 Agreement secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Agreement, but this waiver shall in no way affect the personal liability of any individual co-maker or guarantor of the Agreement.

IF MORTGAGOR IS A TRUST:

not personally but solely as trustee as aforesaid

By: \_\_\_\_\_ (Title)

ATTEST:

Its \_\_\_\_\_ (Title)

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 \_\_\_\_\_, President and \_\_\_\_\_, 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, as 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, and as the 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 was prepared by:

**ALDONA LOVESHE**  
**STANDARD FEDERAL BANK for savings**  
**3960 WEST 95th STREET**  
**EVERGREEN PARK, IL 60642-1984**

Record & Deliver to:

# BOX 166

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Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE  
JAN 10 2011