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MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

199002841

THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made between **Charles L. O'Brien and Mary Marley O'Brien as Trustees of a Trust dated 8/18/87 and known as C. L. O'Brien Family Trust** (herein "Borrower") whose address is 4930 North M **Lincolnwood** County of **Cook** State of Illinois

Borrower hereby conveys, transfers, assigns, and conveys, warrants and mortgages, unless Borrower is a Trust, to Lender, its successors, assigns and quitclaim unto Lender and Lender's successor and assigns the following described property located in the **Village** of **Lincolnwood** County of **Cook** State of Illinois

Lot Nine (9) in Block Three (3) in Lincolnwood Towers First Addition being a Subdivision of part of the East Fractional Half (½) of the South East Fractional Quarter (¼) of Fractional Section Thirty Three (33), Township Forty One (41) North, Range Thirteen (13), East of the Third Principal Meridian in Cook County, Illinois.

91585323

RECORDED
1990 SEP 11 11:11 AM
4400 E * -91-585323
COOK COUNTY RECORDER

Permanent Parcel No. **10-33-435-009**
which has the address of **6487 N. Sauganash**
Lincolnwood Illinois **60646**

herein "Property Address")

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the Property and all fixtures, rents, appurtenances after-acquired title, and conversion in and to the beds of water, streets, easements and others adjoining the Property, and rents subject however to the rights and authorities given hereunder to Lender to collect and apply such rents, royalties, mineral, oil and gas rights and profits, water, water rights, and all other income and condemnation proceeds and all fixtures now or hereafter attached to the Property, and all including replacements and additions thereto, structure, improvements, and contents of the Property, and all other things, and all of the foregoing together with said property or the leasehold estate in this Mortgage (herein "Property") are hereinafter referred to as the "Property."

To secure to Lender on condition of the repayment of the loan evidenced by an Equity Agreement and Disclosure Statement, a revolving credit line with an initial **Borrowers Variable Interest Rate Promissory Note** No. **10-33-435-009** and a **75,000.00** of so much of the loan as is advanced to Borrower from time to time in monthly installments of interest with the principal balance of the indebtedness of Borrower paid or required to be paid due and payable five (5) years from the date thereof, 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 agreement of Borrower contained herein and in the Agreement and the Note, the Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents." The Credit Documents contemplate, and this Mortgage permits and secures, future advances.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate in the Property, and Borrower is a tenant in common, then this Mortgage is a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property and that the Property is unencumbered except for encumbrances in favor of Borrower and/or its successors. Borrower is a Trust, then Borrower warrants and will defend generally the title to the Property against claims and demands of third parties claiming title to the Property. Borrower covenants that Borrower will not take any action which would result in the forfeiture of the Property or otherwise change the legal description of the Property or any part thereof, or that the title to the Property or any part thereof is in jeopardy.

There is a copy of Mortgage from Borrower to Lender, and recorded as document Number **Box 156**

COPIES OF THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0444 1-800-222-1366

Box 156 1200m

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Property of Cook County Clerk's Office
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Borrower acknowledges that the Note allows for ~~changes in the interest rate~~ and that the Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay, when due, without setoff, or deduction, the principal of and interest on the debt evidenced by the Note, together with any late charges and other charges imposed under the Note.

2. Application of Payments. All payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 28 of this Mortgage, then to interest due on the Note, then to charges payable under the Agreement, and then to the principal of the Note.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has or appears to have priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attach prior to or after this Mortgage, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender copies of all documents to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage other than the prior mortgage described above, unless Borrower or agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, or contests in good faith the lien by or defends against enforcement of the lien in legal proceedings which, in the Lender's opinion, operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien, or take one or more of the actions set forth in this Mortgage, within 10 days of the giving of notice.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, theft, and risks included within the policy extended coverage, and such other hazards as Lender may require, until Lender shall not require then the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage, and all other mortgages and deeds of trust with respect to the Property, but in no event shall amounts be less than the amount necessary to satisfy the insurance requirements contained in the policy or policies. The insurance coverage provided the insurance shall be chosen by Borrower, but must be approved by Lender, which shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower when due.

All insurance policies and renewals shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of Lender and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has or appears to have priority over this Mortgage. If Lender requires, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. Borrower shall give prompt notice to the insurance carrier and to Lender of any loss or damage to the Property. Lender may make proof of loss if not made promptly by Borrower. All policies shall provide further that the Lender shall receive 10 days notice prior to cancellation.

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 and Lender's security is not lessened. If the restoration or repair is not economically feasible, or Lender's 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 Borrower. If Borrower acquires the Property, or if, within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at the Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage. Lender may use the proceeds to repair or restore the Property or to pay the sums secured by this Mortgage, whether or not then due. The 30 day period will begin when the Notice is given.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend to prepayment of the Note or the monthly installments referred to in the Mortgage or change the amount of such installments. If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies, and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

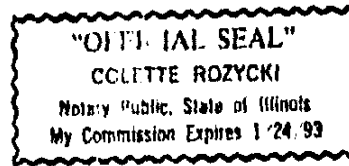
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles L. O'Brien & Mary Marley O'Brien his wife personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the same instrument as his 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 21st day of OCTOBER, 19 91.

Cclette Rozycki
Notary Public

Commission expires:

11/24/93



IF BORROWER IS A TRUST:

Charles L. O'Brien and Mary Marley O'Brien as Trustees of a Trust dated 8/18/81 AKA C.L. O'Brien Family Trust

not personally but solely as trustee aforesaid

Charles L. O'Brien
(TITLE)

This instrument prepared by:

X Mary Marley O'Brien
As Trustee (TITLE)

THIS INSTRUMENT WAS PREPARED BY
JACQUELINE HEIRBAUT
PEERLESS FEDERAL SAVINGS BANK
9343 WEST IRVING PARK ROAD
SCHILLER PARK, IL 60176-2298

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5. Preservation and Maintenance of Property: Households Condominiums Claimed Unit Developments.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the additional Credit Documents, or there is a legal proceeding that may effect Lender's rights in the Property, such as an proceeding in bankruptcy, or condemnation, or to enforce laws or regulations, or that Lender may deem necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any costs incurred by a lien which has priority over this Mortgage, compensating costs of repairs, fees, or the attorney's fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

7. **Inspection:** The Tenant may make reasonable entry upon and inspections of the Property. Lender shall give Borrower notice of the time and date prior to any inspection, specifying reasonable cause for the inspection.

9. **Borrower Not Released; Forebearance by Lender Not a Waiver.** Extension of the time for payment acceptance by Lender or its agents, or modification of the terms of the Note, modification in payment terms of the agreement by the Mortgagee, or by the Lender or its successors in interest, of Borrower shall not operate to release the liability of the original Borrower. Borrower's successors in interest or any guarantor or surety thereof, Lender shall not be required to commence proceedings in order that its successors in interest do not, to extend time for payment or otherwise modify payment terms of this same secured by the Mortgage, by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy. A waiver as to one event shall not be construed as constituting part of a waiver as to any other event.

11. Loan Charges. If the loan 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 if any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and if 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 Note, 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.

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

28. **Expense of Litigation.** In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage, the Agreement, or the Note, there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title, as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the interest rate provided under the Note.

29. **Captions: Successors and Assigns.** The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

30. **Trustee Exculpation.** If this Mortgage is executed by a 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 the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note 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 Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

IF BORROWER IS AN INDIVIDUAL(S)

Charles L. O'Brien
Individual Borrower Charles L. O'Brien

Date: Dec 1 1991

Mary Marley O'Brien
Individual Borrower Mary Marley O'Brien

Date: Dec 31 1991

Individual Borrower

Date: _____

Individual Borrower

Date: _____

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13. **Notices.** Any notice to Borrower provided for in this Mortgage, shall be given by hand delivering it or sending such notice by registered or certified 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 in item 11, attention: Consumer Lending Department, or any other address Lender designates by notice to Borrower. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender on the date hand delivery is actually made, or the date notice is deposited into the mail.

18. **Borrower's Copy.** Each Borrower shall be given one (1) true and correct copy of the Note, and of this Mortgage

Events of Default.

By notice shall further inform borrower of the right, if any, under applicable law, to test state his revolving line
percent under his Mortgage after acceleration

[illegible]

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18. Transfer of the Property. If borrower, or beneficiary of the Trust, if any, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all or any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases affecting the Property, or if title to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation, sale or transfer in any proceeding for foreclosure or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent, Lender shall be entitled to immediately accelerate the amounts due under the Note and declare all indebtedness secured by this Mortgage to be immediately due and payable as set forth in paragraph 12 of the Agreement. Failure to pay such indebtedness within thirty (30) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use, or attempted use, by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

19. Acceleration; Remedies (Including Freezing the Line). Upon the existence of an Event of Default, Lender may, at its sole option, terminate the line, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees.

As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraph 17 or 18 of this Mortgage, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, either superior or inferior to the lien of this Mortgage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 13 of this Mortgage. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in any of the Credit Documents.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 19 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof, or abandonment, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Lender 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

21. Release. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower.

22. Request For Notices. Borrower requests that copies of any notice of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address as set forth in page one of this Mortgage.

23. Incorporation of Terms. All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full. Any Event of Default under the Note or the Agreement shall constitute an Event of Default hereunder, without further notice to Borrower.

24. Time of Essence. Time is of the essence in this Mortgage, and the Note and Agreement.

25. Actual Knowledge. For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at Lender's address, as provided herein, (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including, but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

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

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