

UNOFFICIAL COPY 159-4350
EQUITY LINE MORTGAGE 50

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THIS EQUITY LINE MORTGAGE made this 11th day of October 19 91 between the Mortgagor, Kenneth M. and Patricia C. Roe, as joint tenants herein "Borrower"; and the Mortgagee, Palos Bank and Trust Company, a Palos banking corporation with its main banking office at 12600 South Harlem Avenue, Palos Heights, Illinois 60463, herein "Bank"

WHEREAS Bank is a duly organized Palos Bank and Trust Company Equity Line Agreement and Disclosure Statement (the "Agreement") dated October 11 19 91 pursuant to which Borrower may from time to time borrow from Bank amounts not to exceed the sum of \$13,000.00 (the "Maximum Credit Amount"); and whereas Bank is authorized to advance the full or part of the amount at the times provided for in the Agreement. All amounts borrowed under the Agreement shall be subject to the following conditions: **October 1 19 96** or such later date as the Bank shall agree in writing to amend this Agreement after the date of the Mortgage

NOW WHEREFORE Borrower has agreed to pay to Bank the principal 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 Borrower herein contained. Borrower does hereby mortgage, grant warrant and convey to Bank the property located in the County of Cook State of Illinois, which has the street address of **12900 E. Playfield Crestwood, 11 60445** hereinafter referred to as the "Property"

LOT 98 IN PLAYFIELD A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-33-103-016-0000

Together with all improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral and gas rights and profits, 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 in the Mortgage, shall be subject and to be referred to as the "Property"

Borrower warrants that he or she is lawfully seized of the above lands, and has the right to mortgage, grant, and convey the Property, and that the same are not mortgaged and do not form any part of the title to the Property against all claims and demands, subject to any mortgages, liens, easements, or restrictions shown in a schedule of exceptions to coverage in any title insurance policy issued by Bank covering the Property.

COVENANTS Borrower covenants and agrees as follows:

1. **Payment of Principal and Interest.** Borrower shall in full pay to Bank the principal and interest on the debt secured by this Mortgage as provided in the Agreement, together with any fees and charges provided in the Agreement.

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prevent the enforcement of the lien or forfeiture of the Property or any part thereof

2. **Application of Payments.** All payments made by Borrower to Bank shall be applied first to the payment of any interest due on the Mortgage, then to the payment of any principal due on the Mortgage, and then to the payment of any fees and charges provided in the Agreement, until the principal amount of the indebtedness under the Agreement is paid in full.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Bank may require and in such amounts and for such periods as Bank may require, provided that Bank shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount covered by this Mortgage, taking prior liens and considerations into account.

3. **Charges; Liens.** Borrower shall pay to Bank all taxes, assessments, charges, fees, and impositions and burdens of every kind that may attach to the Property covered by this Mortgage, based on amounts shown and reported on any and all payments due on the mortgage disclosed by the Public Records Office to the Bank, together with the Property, and the First Mortgage, if any. Upon Bank's request, Borrower shall promptly furnish to Bank receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Bank, or shall in good faith contest such lien, by or defend enforcement of such lien in legal proceedings that operate to

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Bank (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Bank and shall include a standard mortgage clause in favor of and in form acceptable to Bank. Borrower shall promptly furnish to Bank all renewal notices and all receipts for paid premiums. In the event

This document prepared by
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PALOS BANK AND TRUST COMPANY
12600 South Harlem Avenue
Palos Heights, Illinois 60463

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Default are incorporated herein by this reference as though set for in full herein. Bank, at Bank's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding. Bank shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

22. Assignment of Rents; Appointment of Receiver; Lender 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 21 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 21 hereof or abandonment of the Property, 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 to collect the rents of the Property including those past due. All rents collected by Bank or the receiver shall be applied first to the 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 attorney's 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.

23. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Bank shall release this Mortgage without charge to Borrower. Bank shall pay all costs of recordation of the release, if any.

24. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

25. Notwithstanding anything to the contrary in Section 21 of the Equity Line Mortgage or in the Agreement, the Bank shall notify the Borrower at least 30 days prior to instituting any action leading to repossession or foreclosure (except in the case of the Borrower's abandonment of the Property or other extreme circumstances).

26. If the Borrower has paid any precomputed finance charge, upon the Borrower's payment of the entire outstanding principal balance and termination of the Equity Line, the Borrower 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 the Borrower shall not be entitled to any refund of less than \$1.00. For the purposes of this Section 26, 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.

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IN WITNESS WHEREOF, Borrower has executed this Mortgage

Kenneth M. Roe
Borrower KENNETH M. ROE
Patricia C. Roe
Borrower PATRICIA C. ROE

State of Illinois }
County of COOK } SS

I, RUTHANN GALOS, a Notary Public in and for said county and state, do hereby certify that KENNETH & PATRICIA ROE personally known to me to be the same persons whose names is are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 11 day of October, 1991.

My commission expires



Ruthann Galos
NOTARY PUBLIC

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11. **Forebearance by Bank Not a Waiver.** Any forbearance by the Bank in exercising its rights hereunder shall not constitute a waiver of its rights hereunder or constitute a modification of the Agreement or the Mortgage. The Bank's forbearance shall not constitute a waiver of its rights hereunder or constitute a modification of the Agreement or the Mortgage.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** This Mortgage shall bind the Borrower, its heirs, assigns, successors, and assigns, and the Bank, its successors and assigns, and the parties to this Mortgage, their heirs, assigns, successors, and assigns, and the parties to this Mortgage, their heirs, assigns, successors, and assigns, and the parties to this Mortgage, their heirs, assigns, successors, and assigns.

13. **Legislation Affecting Bank's Rights.** If any law, statute, ordinance, regulation, or order of any governmental authority, or any action of any governmental authority, shall be enacted, promulgated, or issued, or any amendment, modification, or repeal thereof, shall be made, which shall affect the rights of the Bank hereunder, the Bank shall be deemed to have agreed to such law, statute, ordinance, regulation, or order, or any amendment, modification, or repeal thereof, and to have agreed to the effect thereof.

14. **Notice by Bank.** The Bank shall be deemed to have given notice to the Borrower of any action taken by the Bank hereunder, if such action is taken by the Bank at the Property Address, or at such other address as may be designated in writing by the Borrower to the Bank, or if such action is taken by the Bank by registered mail, return receipt requested, to the Borrower at the Property Address, or at such other address as may be designated in writing by the Borrower to the Bank.

15. **Governing Law; Severability.** This Mortgage shall be governed by the law of the State of California. In the event that any provision of this Mortgage or the Note is held to be unenforceable, the enforceability of any other provision of this Mortgage or the Note shall not be affected. If any provision of this Mortgage or the Note is held to be unenforceable, the enforceability of any other provision of this Mortgage or the Note shall not be affected.

16. **Borrower's Copy.** The Borrower shall be deemed to have received a copy of this Mortgage and the Note at the time of the execution of this Mortgage, and the Borrower shall be deemed to have received a copy of this Mortgage and the Note at the time of the execution of this Mortgage.

17. **Transfer of the Property; Assumption.** In the event that the Borrower transfers all or part of the Property to any other person, the Borrower shall be deemed to have transferred the Property to the transferee, and the transferee shall be deemed to have assumed the obligations of the Borrower hereunder, and the transferee shall be deemed to have assumed the obligations of the Borrower hereunder.

18. **Revolving Credit Loan.** This Mortgage gives the Bank the right to advance to the Borrower such loans as are provided for in the Agreement, and the Borrower shall be deemed to have agreed to such loans, and the Borrower shall be deemed to have agreed to such loans, and the Borrower shall be deemed to have agreed to such loans.

as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby, including disbursements which the Bank may make under this Mortgage, the Agreement, or any other document with respect thereto at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements, all such indebtedness being hereinafter referred to as the maximum amount secured hereby. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all other mortgages, liens, judgments, claims, and encumbrances, excepting solely taxes and assessments levied on the Property given priority by law.

19. **Conversion to Installment Loan.** Pursuant to the Agreement, the Bank may terminate the Agreement and convert the outstanding indebtedness mentioned therein to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event be due and payable on or before 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.

20. **Hazardous Substances.** Borrower shall not at any time permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give the Bank written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower receives notice by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20 "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides, and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of

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of loss, Borrower shall give prompt notice to the insurance carrier and Bank. Bank may make proof of loss if not made promptly by Borrower.

Unless Bank and Borrower otherwise agree in writing, 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 of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Bank within 30 days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Bank is authorized to collect and apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Bank and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 21 hereof, the Property is acquired by Bank, 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 Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 unit in 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 bylaws 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 the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Bank's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, 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, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

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 Bank's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 7 shall require Bank to 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. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Bank to Borrower that the condemnor has offered to make an award or settle a claim for damages, Borrower fails to respond to Bank within 30 days after the date such notice is mailed, Bank is authorized to collect and apply the proceeds, at Bank's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Bank and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

10. Borrower Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Bank to any successor in interest of the Borrower shall 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 by reason of any demand made by the original Borrower and Borrower's successors in interest.

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