



MORTGAGE

91596598

THIS MORTGAGE made this 26th day of October 1991 between Robert M. Curylo and Jeanette Curylo (former known as Jeanette Velander), his wife, in Joint Tenancy

(Borrower) and First Colonial Bank of Lake County

WITNESSETH that

Borrower is indebted to Bank in the maximum principal sum of Fifteen Thousand and no/100ths dollars

Bank

(\$ 15,000.00) DOLLARS, of

the aggregate amount of all advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement between Bank and Borrower's Loan Agreement, and even date herewith, whereby is less which indebtedness is evidenced by the Loan Agreement and the Home Equity Line of Credit Variable Interest Rate promissory Note herewith. Note is payable in monthly installments of a term of 20 years from the date of the indebtedness, if not sooner paid or required to be paid, due and payable on demand, or after 150 days from the date of this Mortgage. However, in no event shall the final payment of the Note, including the total outstanding principal balance and any accrued and unpaid interest, fees, and charges, be due later than fifteen (15) years from the date of this Mortgage. Bank will provide Borrower with a final payment notice at least 90 days before the final payment must be made.

Interest on the Note is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate is set at the beginning of each monthly billing period and remains constant throughout the billing period. The daily periodic rate is 1/365th or 1/366th of the Annual Percentage Rate applicable to that monthly billing period rounded to ten decimal places. The ANNUAL PERCENTAGE RATE will be determined by adding a margin of 1.00% per annum to the Prime Rate as reported in the Money Rate section of The Wall Street Journal on the first business day of such billing period (the "Prime Rate"). The maximum interest rate shall not exceed 18% per annum. Except for the "cap" there is no limit on the amount by which the rate can change during any time period.

IN FULL PAYMENT of the requirement of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions, and modifications, and the payment of all other sums, with interest, advance a Loan Collateral Agreement herewith to protect the security of this Mortgage, and in the performance of the covenants and agreements of the Borrower herein contained, 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:

LOT 16 IN BLOCK 14 IN WINSTON PARK NORTH WEST UNIT #1, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1957 AS DOCUMENT NUMBER 16972096 IN COOK COUNTY, ILLINOIS.

91596598

which has the common address of 1407 Norman Drive, Palatine, IL 60067

(Property Address) and the permanent index number of 02-13-408-013

TOGETHER with all the improvements now or hereafter erected on or attached to the property and all easements, rights, appurtenances, water rights, water, minerals, and profits, water rights and stock, its chance and condemnation proceeds and all fixtures, as is hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be included as a part of the property covered by this Mortgage, and all of the foregoing, together with said property are hereafter referred to as the "Property".

Borrower claims to the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, but the Property, claims and deed, except for encumbrances of record, Borrower warrants and will defend generally, the title to the Property, in just all claims and demands, subject to any encumbrances of record. There is a prior mortgage loan Borrower to Capital Federal Bank for Savings.

dated January 25, 1989 and recorded as document number 89044122 and assigned to America's Mortgage Co. dated 1/27/89 and recorded as document #89044123

In lieu of this Mortgage, no pre-payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time of execution of this Mortgage.

The Borrower has the right to repay the indebtedness and to be absolved of the Note in whole or in part, at any time during the term of the Note without penalty.

COVENANTS. Borrower and Bank covenant and agree as follows:

- 1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of 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, as payable under the Note, until the Note is paid in full, a sum (the "Funds") equal to one-twelfth of the yearly taxes and assessments which may affect the property under 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 installment for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

415.00

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The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Bank if Bank is such an institution). 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 approval in 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 be paid to Borrower, and unless such agreement is made, shall apply the law requirements of the state in which Bank shall be required to pay Borrower any interest or earnings on the Funds. Bank shall give to Borrower, without charge, an annual statement of the Funds showing credits and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds shall be held as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Bank, together with the future and the past interest of Funds paid in 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 paid to Borrower, or if not promptly paid to Borrower or credited to Borrower, shall be used to pay the installment of Funds. If the amount of the Funds held by Bank is not sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, then, without charge, Bank shall amount necessary to make up the deficiency, with its charge from the date of its demand to Bank. Borrower shall be obligated therefor.

Upon payment in full of all sums secured by this Mortgage, Bank shall promptly refer to Borrower any portion of the sum under paragraph 18 hereof of the property is sold or the Property is otherwise acquired by Bank. Bank shall apply the same that immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of payment of the debt against the sums secured by this Mortgage.

The requirements of this paragraph 2 shall be applicable to the property, if not otherwise specified, upon its sale or transfer.

3. Application of Payments. Under any payment made by Borrower, there shall be payment of principal due on this Mortgage, then interest payable on the Note, and then the principal of the latter.

4. Prior Mortgages and Fees of Trust; Charges; Liens. Borrower shall pay and discharge all taxes, assessments and charges under any mortgage, deed of trust or lien, at least when the Bank is obligated to pay any part of the Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay, take, give, execute and discharge all taxes and impositions attributable to the Property, which may be applicable to the Mortgage, the amount of which is set forth in paragraph 2 hereof or if not paid in such manner, by Borrower, as required, at least ten days before the date of the payment of the Mortgage. Borrower shall promptly furnish to Bank all of the facts and details of the paragraph 2 of the amount of Borrower's payment directly. Borrower shall promptly furnish to Bank receipts for such payments.

5. Hazard Insurance. Borrower shall keep the improvements on the property insured against fire, explosion, theft, and other perils against loss or damage by fire, hazards, including the fire, explosion, theft, and other perils as the Bank may require. Borrower shall carry Hazard insurance for the term of the Note, in the amount and form as the

Bank may require and in an amount equal to the lesser of the actual cash value of the Property, or the amount of the Line of Credit evidenced by the Note and secured by the Mortgage; the amount of any unpaid principal of the Mortgage. The insurance carrier providing the insurance shall be approved by Bank, which approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the amount provided under Paragraph 2 hereof, or if not paid in such manner by Borrower, shall be paid in full by the time of the next scheduled payment. The amount of any premium thereof shall be in a form acceptable to the Bank, and shall be subject to the lien of the Mortgage. The Bank shall have the right to hold the policies and renewals thereof, subject to the terms and conditions of such insurance policies, and the security agreement with a lien that has or appears to have priority over the Mortgage. Borrower shall promptly furnish to Bank receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall promptly notify the insurer and advise the Bank. The Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement which in fact has or appears to have priority over this Mortgage, insurance proceeds shall be applied to the restoration of the Property, and, in the event such restoration or repair is economically feasible, and the amount of the Mortgage is not fully paid, to the application of the proceeds toward the principal of the Mortgage, with any excess paid to Borrower if Borrower so requests. If the proceeds of the insurance are not so applied by Bank within 30 days from the date notice is made by Bank to Borrower that the insurance proceeds are to be applied to the sums secured by this Mortgage, the Bank is authorized to collect and apply the insurance proceeds at Bank's option to the extent of the amount of the sums secured by this Mortgage.

If under paragraph 18 hereof, the Property is damaged by Bank, all right, title and interest in the property and insurance policies and to the proceeds thereof resulting from damage to the Property shall be preserved for the benefit of Bank to the extent of the sums secured by this Mortgage immediately prior to such damage or accident.

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 a permanent deterioration of the Property, as 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, a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of the year to create and comply with the condominium or planned unit development, the laws and regulations of the condominium or planned unit development, and all of the documents, if any, relating to the development, including the governing documents, if any, of the condominium or planned unit development. Borrower shall comply with all the covenants and agreements of such documents, and shall be deemed to be bound by the terms of the covenants and agreements of this Mortgage as if the user were a party thereto.

7. Protection of Lender'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 in any way affects the Bank's interest in the Property, or if any event not limited to eminent domain, insolvency, receivership, or other arrangements or proceedings, is initiated or instituted against or by Bank at Bank's option, or otherwise to Borrower, may make such appropriate expenditures, in any amount, and take any action, which may be necessary to protect Bank's interest in the Property, including but not limited to its payment of the amount of any unpaid principal of the property to make repairs. If Bank required mortgage insurance, then, upon making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until the date of the completion of the mortgage. If the mortgage terminates in accordance with Borrower's and Bank's written agreement, that in accordance with the law, Borrower shall pay the amount of the mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Bank pursuant to this paragraph 7, with the interest thereon, shall be added to the sums secured by this Mortgage. Unless Borrower and Bank agree to their terms of payment, a full amount thereof shall be paid upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph 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 therefor related to Lender'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, in part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this 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 a 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 or payment of the sums secured by this Mortgage granted by Bank to any one or more lenders 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 Lender 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 right or remedy under this Mortgage 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 benefit of the respective heirs, legatees, devisees, successors and assigns of the 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 do not constitute, 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, any notice to Borrower shall be given by mail or by notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to the Bank as provided herein, and (b) any notice to the Bank shall be given by certified mail to the Bank at address stated hereunder or to such other address as the 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 deemed invalid, illegal or unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and shall not affect the other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. Borrower's Copy. Borrower shall be given a confirmed copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after recording hereof.

17. Transfer of the Property; Due on Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person without Bank's prior written consent, Bank may, at its option, require immediate payment in full of all sums secured by this Mortgage.

If Bank exercises this option, Bank shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Bank may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

The option granted to Bank under this paragraph 17 shall not be exercised by Bank if such exercise is prohibited by Federal law.

18. Default; Acceleration. Borrower shall be in default under this Mortgage if (a) Borrower engages in fraud or material misrepresentation or collusion with the FIC, (b) Borrower does not meet the repayment terms for an outstanding balance as provided in the Note, the Loan Agreement or this Mortgage, (c) Borrower's action or inaction adversely affects the Property or the Bank's rights in the Property securing the FIC, (d) the value of Property declines significantly below the appraised value for purposes of the FIC, (e) the Bank reasonably believes that the Borrower will not be able to meet the repayment requirements due to a material change in Borrower's financial circumstances, (f) Borrower is in default of a material obligation under the Note, the Loan Agreement or this Mortgage, (g) government action prevents the Bank from imposing the annual percentage rate provided for in the Loan Agreement or impairs the Bank's security interest such that the value of the interest is less than 120 percent of the credit use or (viii) a regulatory agency has notified the Bank that a structured Advance or Loan Substitute program is in place and approved parties.

In the event of a default or delinquency as provided herein, Bank has the right to make, pay, further Advance and may terminate the Loan Agreement and, at Bank's option, demand the entire Principal amount outstanding under the Note and accrued interest thereon to be immediately due and payable as if provided in this Mortgage by judicial proceedings. The Bank may exercise the option to accelerate during any such default by Borrower regardless of any prior forbearance. During any default under subparagraphs (vii) or (viii) or during any period in which the ANNUAL PERCENTAGE RATE corresponding to the periodic rate reaches the maximum rate allowed under the Loan Agreement (this cap), the Bank may, without making any additional extensions of credit or enlarging Borrower's obligations.

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 terminated by Bank in connection with this Mortgage, if confirmed at any time prior to entry of a judgment enforcing the Mortgage if the Borrower pays Bank all sums which would be then due under this Mortgage and the Note had no acceleration occurred and Borrower agrees to be bound by any other covenants or agreements of Borrower contained in this Mortgage if Borrower pays all sums that are or may be required 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 attorney's fees and costs. Borrower takes such action as Bank may require as a condition to assume that the term of this Mortgage, Bank's interest in the Property, and Borrower's obligation to pay the sums secured by this Mortgage shall continue uninterrupted. Upon such payment and compliance by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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20. Assignment of Rents; Appointment of Receiver; Lender in Possession As additional security for the loan, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall place to accelerate the debt and default in the event of the mortgagor's failure to pay the debt 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 foreclosure, Bank, at its option, may appoint a receiver to collect the rents of the Property, and to take possession of the Property, and to use the rents of the Property to pay the debt and interest thereon, including but not limited to the costs of collection, and the expenses of the receiver, and to use the balance of the rents to secure by this Mortgage Bank and the receiver shall be subject to a lien in favor of the lender for the amount of the debt secured.

21. Time of Essence Time is of the essence of this Mortgage Note and the Loan Agreement.

22. Release Upon payment in full of the debt secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording and filing of this Mortgage and the costs of recording this Mortgage.

23. Waiver of Homestead Borrower hereby waives a right of homestead in the Property.

24. Loan Charges If the charges payable by the Mortgage are not paid by Borrower when due, then the lender may, at its option, charge interest on the unpaid principal amount of the debt at the rate of 18% per annum, and any such charge shall be reduced by the amount necessary to reduce the charge to the permitted rate. If any sums already collected from Borrower which exceeded permitted rate will be refunded to Borrower, Bank may, at its option, make this refund by reducing the principal owed under the Note or by making a cash payment to Borrower.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage Note and Loan Agreement at Vernon Hills, Illinois.

RECEIVED

X *Robert M. Curly*
NAME Robert M. Curly

X *Jeanette Curly*
NAME Jeanette Curly

STATE OF ILLINOIS

COUNTY OF Cook

X *Jeanette Curly*
(Formerly known as Jeanette Volander)

I, the undersigned, in the State aforesaid, DO HEREBY CERTIFY THAT Robert M. Curly and Jeanette Curly, his wife, personally known to me to be the same persons whose names are 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

GIVEN under my hand and notarial seal this 26th day of October, 1991



Phyllis A. Lahman
Notary Public, State of Illinois

THIS INSTRUMENT WAS PREPARED BY

John M. Kocinski
First Colonial Bank of Lake County
850 North Milwaukee Avenue
Vernon Hills, Illinois 60061-1521

RETURN TO

John M. Kocinski
First Colonial Bank of Lake County
850 North Milwaukee Avenue
Vernon Hills, Illinois 60061-1521

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