

which has the address of  
(the "Property Address"):

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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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender 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 incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

**3. Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; 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 Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**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 Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such 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 Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender 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 Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 18 hereof 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.

**5. 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 by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**6. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, 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 6 shall require Lender to incur any expense or take any action hereunder.

**7. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**8. 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 Lender. In the event of a total or partial taking of the Property, the 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, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

UNOFFICIAL COPY

91665458

DEPT-01 RECORDINGS \$14.00  
T11111 TRAN 1584 12/18/91 12:51:00  
#2910 # A \*-91-665458  
COOK COUNTY RECORDER

SEE ATTACHED FOR LEGAL DESCRIPTION

\_\_\_\_\_, State of Illinois:

TO SECURE, Lender the repayment of the indebtedness incurred pursuant to 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 of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of \_\_\_\_\_

Dec. 10, 2001 (the "Final Maturity Date").  
The sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement, plus interest thereon must be repaid by date, together with interest thereon, may be due and payable on demand. (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. Interest on the sums borrowed pursuant to the Agreement shall not in the aggregate outstanding principal balance exceed \$ 70,000.00, the ("Maximum Credit") plus interest. Interest on Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 70,000.00, the ("Maximum Credit") plus interest. Interest on Dec. 10, 2001

WHEREAS, Borrower and Lender have entered into a Glenwood Bank Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated Dec. 10, 19 91, pursuant to which Borrower may from time to time until Dec. 10, 2001, borrow from \_\_\_\_\_, an Illinois banking corporation whose address is 18301 S. Halsted Street, Glenwood, Illinois 60425 (herein "Lender"), and the Mortgage, Glenwood Bank, an Illinois banking corporation whose address is 18301 S. Halsted Street, Glenwood, Illinois 60425 (herein "Borrower"), and the Mortgage, Glenwood Bank, an Illinois banking corporation whose address is 18301 S. Halsted Street, Glenwood, Illinois 60425 (herein "Lender").  
WITNESSETH:  
This Home Equity Line of Credit Mortgage is made this 10th day of Dec, 19 91, between the Mortgagee, \_\_\_\_\_

Account No. \_\_\_\_\_  
Mortgagee: Riverdale Bank As Trustee, Under A  
Address: Trust Agreement Dated the 10th Day  
Mortgagee: \_\_\_\_\_  
Address: \_\_\_\_\_  
Mortgagee: \_\_\_\_\_  
Address: \_\_\_\_\_  
Mortgagee: \_\_\_\_\_  
Address: \_\_\_\_\_

Merry Fernandez  
Heritage Glenwood Bank  
18301 S. Halsted Street  
Glenwood, Illinois 60425  
This instrument was prepared by: \_\_\_\_\_

HOME EQUITY LINE OF CREDIT MORTGAGE

91665458

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Type of Print Name
Borrower
Type of Print Name
Borrower

above referred to
215

IN WITNESS WHEREOF, Borrower has executed this Mortgage

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

20. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recording, if any.

19. 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 Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender may, in its discretion, take possession of and manage the Property, and to collect the rents of the Property, including those past due. All rents collected by Lender or its receiver 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 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.

18. Acceleration; Remedies. If Borrower engages in fraud or material misrepresentation in connection with the Mortgage or the Agreement, if Borrower fails to meet the repayment terms of the Mortgage or the Agreement, or if Borrower's action or inaction or the action or inaction of the mortgagee or the lender adversely affects the Property, or Lender's rights in the Property, Lender may, at its option, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the maturity of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding. Lender 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.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are made at the time of the execution of this Mortgage, or at any time thereafter, and although there may be no advances made from the date hereof, to the same extent 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 advances 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 balance of indebtedness secured hereby, including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto, at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all with indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

16. Transfer of the Property. All of the indebtedness owed pursuant to the Agreement shall be immediately due and payable, if all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower or any other person, or if the Property is otherwise encumbered by a lien or encumbrance subordinate to this Mortgage, (a) the creation of a purchase money security interest for household appliances or (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

15. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recording hereof.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. 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 or the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designed herein.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 10 hereof. All covenants and agreements hereunder shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

91665458

# UNOFFICIAL COPY

I, The Undersigned  
CARRIE BRUNTON and BERRY LAMBERT, a Notary Public in and for said county and state, do hereby certify that  
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that They signed and delivered the said instrument as  
free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10TH day of Dec, 19 91

*Julie L. Griffith*  
Notary Public

This instrument Prepared By:

18301 S. Halsted Street  
Glenwood, Illinois 60425



Property of Cook County

DEPT-01 RECORDINGS  
1#1111 TRAN 1584 12/18/91 12:51:00  
#2910 #A #91-665458  
\$14.00

SEE ATTACHED FOR LEGAL DESCRIPTION

State of Illinois:

and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of \_\_\_\_\_  
thereon, advanced in accordance herewith to protect the security of the Mortgage, and the performance of the covenants and agreements of Borrower contained herein  
TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest

(the "Final Maturity Date"),  
Dec. 10, 2001  
date, together with interest thereon, may be due and payable on demand. All amounts borrowed under the Agreement plus interest thereon must be repaid by  
the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After Dec. 10, 2001  
(i) all sums outstanding under the Agreement and all sums borrowed after such  
Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 70,000.00, the ("Maximum Credit") plus interest. Interest on  
Dec. 10, 2001, pursuant to which Borrower may from time to time until Dec. 10, 2001, borrow from  
WHEREAS, Borrower and Lender have entered into a Glenwood Bank Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated

WITNESSETH:

(herein "Borrower"), and the Mortgage, Glenwood Bank, an Illinois banking corporation whose address is 18301 S. Halsted Street, Glenwood, Illinois 60425 (herein  
"Lender").  
This Home Equity Line of Credit Mortgage is made this 10th day of Dec, 19 91, between the Mortgagee,  
Address \_\_\_\_\_  
Mortgagor \_\_\_\_\_  
Address \_\_\_\_\_  
Mortgagor \_\_\_\_\_  
Trust Agreement Dated the 10th Day \_\_\_\_\_  
May, 1985, Known As Trust Number \_\_\_\_\_  
Address \_\_\_\_\_  
Mortgagor \_\_\_\_\_  
Riverdale Bank As Trustee, Under A \_\_\_\_\_  
Account No. \_\_\_\_\_

Merry Fernandez  
18301 S. Halsted Street  
Glenwood, Illinois 60425  
This instrument was prepared by: Heritage Glenwood Bank

## HOME EQUITY LINE OF CREDIT MORTGAGE

91665458

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## PARCEL 2:

LOT 1 (EXCEPT THE EAST 85 FEET THEREOF AND EXCEPT THAT PART HERETOFORE DEDICATED FOR CALIFORNIA AVENUE, AND ALSO EXCEPTING THAT PART OF SAID LOT 1 BOUNDED AND DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 85.00 FEET OF SAID LOT 1, 7.98 FEET SOUTH OF THE NORTH LINE OF THE WEST  $\frac{1}{2}$  OF THE NORTH WEST  $\frac{1}{4}$  OF SAID SECTION 11, SAID POINT BEING ON THE SOUTH LINE OF SAID CALIFORNIA AVENUE (50 FEET WIDE) AS HERETOFORE DEDICATED AS PER PLAT OF DEDICATION DATED JUNE 24, 1963; THENCE SOUTH 77 DEGREES 19 MINUTES 23 SECONDS WEST ON THE LAST DESCRIBED LINE A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 09 DEGREES 04 MINUTES 37 SECONDS EAST, 140.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 37 MINUTES 00 SECONDS EAST, 64.28 FEET TO A POINT ON THE WEST LINE OF THE EAST 85.00 FEET OF LOT ; THENCE NORTH 0 DEGREES EAST ON THE LAST DESCRIBED LINE, 157.37 FEET TO THE POINT OF BEGINNING) ALL IN THE PARTITION OF THE EAST  $\frac{1}{2}$  OF THE WEST  $\frac{1}{2}$  OF THE NORTH WEST  $\frac{1}{4}$  (EXCEPT THE SOUTH 25 ACRES AND EXCEPT THE 1.38 ACRES IN THE NORTH EAST CORNER LYING NORTH OF THE CENTER OF THE ROAD) IN SECTION 11, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91665458 Cook County Clerk's Office

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Property of Cook County Clerk's Office

ATTORNEYS