

# UNOFFICIAL COPY

LOAN NO. 070783022

91665316

AFTER RECORDING MAIL TO:  
GLENVIEW STATE BANK  
800 WAUKEGAN ROAD  
GLENVIEW, IL 60025

## MORTGAGE TO SECURE AN OPEN-END CREDIT ACCOUNT

THIS MORTGAGE TO SECURE AN OPEN-END CREDIT ACCOUNT (herein "Mortgage") is made this 5<sup>TH</sup> day of DECEMBER , 19 91 by and between DAVID G. CHANDLER AND ELIZABETH C. CHANDLER, HUSBAND AND WIFE

(herein "Borrower") and GLENVIEW STATE BANK, an Illinois corporation, whose address is 800 Waukegan Road, Glenview, Illinois 60025 (herein "Lender").

Whereas, Borrower is indebted to Lender under an Open-End Credit Account Variable Interest Rate Promissory Note dated DECEMBER 5, 1991 (herein "Note") with a credit limit of SIXTY EIGHT THOUSAND AND NO/100 Dollars (\$ 68,000.00 ) (a minimum amount of \$10,000.00), of which an initial advance of Dollars (\$) has been made and against which Borrower may draw and Lender is obligated to make advances from time to time to the full amount thereof. Repayments of sums advanced from time to time will replenish the credit limit pro tanto so that the total amount that may be lent under the Note may exceed the credit limit therof but not at any one time. The Note provides for monthly installments of interest, at the rate set forth in the Note, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable five (5) years from the date hereof.

Borrower, in consideration of the indebtedness herein recited, does hereby mortgage, grant, warrant and convey (unless Borrower is a Trust, in which event Borrower does hereby mortgage, grant, quitclaim and convey) unto Lender and its successors and assigns, the following described property located in the County of COOK , State of Illinois:

LOT 15 AND THE NORTH 33 FEET OF VACATED CLUXTON AVENUE LYING SOUTH AND ADJOINING SAID LOT 15, IN GLENFIELD PARK, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH 17.50 ACRES OF THE NORTH 45 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
TAX I.D. #05-31-312-019

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- DEFT-01 RECORDING	\$24.50
- 766666 TRAN 7966 12/18/91 11:36:00	
- \$7338 ± 4-91-665316	
- COOK COUNTY RECORDER	

which has the address of 701 JUNIPER, GLENVIEW, IL 60025  
(herein "Property Address").

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances after-acquired title or reversion in and to the rights of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, 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

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-2-

Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, together with any late charges or other charges imposed under the Note, and the principal and interest on the indebtedness

otherwise, all payments received under the Note and this Mortgage shall be applied by Paragraph 27 below) secured by this Mortgage. Unless otherwise provided by law requires the Note, and the principal and interest on any future Advances (as defined in the Note), and the principal and interest on the indebtedness evidenced by the Note, together with any late charges or other charges imposed under the Note, and the principal and interest on the indebtedness evidenced by the Note, together with any late charges or other charges imposed under the Note.

## 1. PAYMENT AND COMPLIANCE WITH NOTE; APPLICATION OF PAYMENTS.

COVENANTS. Borrower and Lender covenant and agree as follows:

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances therunder, reduce the amount of credit available, and/or require repayment of the outstanding balance under the Note.

THIS MORTGAGE IS GIVEN TO SECURE: (i) the repayment of the revolving line of credit advanced in accordance herewith to protect the security of this Mortgage; and (ii) the indebtedness evidenced by the Note; (iii) the payment of all other sums, with interest thereon, payable to the Property is held by a Trust, in the Security Account of Borrower contained herein and in the Note, and, if title to the Property is held by a Trust, in the Security Account of Borrower contained herein and in the Note, the Open-End Credit Account (the "Security Account") of each hereinafter referred to as "Securities" and any and all instruments now or hereafter given to secure the Security Account, this Mortgage and all documents evidence the Security Account, this Mortgage and any and all instruments now or hereafter given to secure the Security Account, the "Credit Documents". The Mortgage is secured by the Securities and the Securities are collateral for the Credit Documents.

TO HAVE AND TO HOLD the Property unto Lender, its successors and assigns, forever, for the uses and purposes set forth herein.

Deeds/Register of Titles, County, Illinois. Borrower is a record owner of Deed of Trust, Convenants that Borrower will defend generally the title to the Property against all claims and suits, subject to encumbrances of record. Borrower will neither take any action to partition or subdivide the Property or otherwise change the legal description of any part thereof.

Deed No. \_\_\_\_\_, dated \_\_\_\_\_ and recorded registered \_\_\_\_\_ as

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 trust is unencumbered, except for that certain Mortgage or Deed of Trust in favor of the uses and purposes set forth herein.

Covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC); and notwithstanding anything to the contrary herein, the Property shall include all of Borrower's rights, title, and interest in and to the real property described above, whether such right, title, and interest 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 held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

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FILED 6/20/2018 INDEX NO. 070483022

advances, attorneys' fees (to the extent permitted by law), delinquencies, costs and expenses of exercising rights and remedies granted under the Credit Documents; second, to the payment of any sums due under Paragraph 2 hereof; third, to the payment of interest on the Note; fourth, to the payment of principal of the Note; and then to interest and principal on any Future Advances.

**2. FUNDS FOR TAXES AND INSURANCE.** Subject to applicable law or to a waiver by Lender, Borrower shall pay to Lender on the day monthly installments of interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over 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 installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender 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 or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds, if any, are pledged as additional security for the sums secured by this Mortgage, and are held by Lender as a creditor and not as a trustee.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable 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, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on subsequent monthly installments of Funds. If the amount of Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Neither Lender nor any institution designated by Lender to hold the Funds shall be liable for any failure to make the payments of insurance premiums, taxes or ground rents unless Borrower, while not in default hereunder, shall have requested Lender or such institution to make application of the Funds to the payment of the applicable insurance premiums, taxes or ground rents, accompanied by the bills for such insurance premiums, taxes or ground rents. Notwithstanding the foregoing Lender may, at its option, make or cause such institution to make any such application of the Funds without any direction or request to do so by Borrower.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under Paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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-4-

Mortgage would be impaired, the insurance proceeds shall be applied to the sums if such restoration or repair is not economically feasible or if the security of this repair is economically feasible and the security of this Mortgage is not thereby impaired. Applied to restoration or repair of the Property damaged, provided such restoration or unless Borrower and Lender otherwise agree in writing, insurance proceeds shall be agreement with a lien which has or appears to have any priority over this Mortgage and subject to the rights and terms of any mortgage, deed of trust or other security.

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.

(10) calendar days after issuance.  
held by any other person, Borrower shall (supply copies of such to Lender within ten and, if requested by Lender, all receipts of paid premiums. If policies and renewals are premium payment directly, Borrower shall promptly furnish to Lender all notices making payment, when due, directly to the insurance carrier. If Borrower the manner provided in Paragraph 2 hereof or if not paid in such manner, by Borrower have any priority over this Mortgage. All premiums on insurance policies shall be paid in mortgage, deed of trust or other security agreement, subject to the terms of any insurance policies and renewals thereon, subject to the right to hold the policies and renewals now shall have the right to hold the policies and renewals thereon, subject to the terms of any approval by Lender; provided, that such approval shall not be reasonably withheld. All insurance carrier provided by Borrower subject to

requirement contained in the insurance policy.  
such amounts be less, than the amount necessary to satisfy the co-insurance amount of any obligations secured in priority over this Mortgage, but in no event shall or (b) the amount of credit secured by this Mortgage plus the outstanding and in an amount equal to the lesser of (a) the maximum insurable value of the property insurance for the entire term of the Note or such other periods as Lender may require referred to as "Hazards" as Lender may require. Borrower shall maintain Hazards included within the term "extended coverage", and such other hazards (collectively existing or hereafter erected on the property insured against loss by fire, hazards 4. HAZARD INSURANCE. Borrower shall, at its cost, keep the improvements now

prevent the enforcement of the lien or forfeiture of the property or any part thereof. such lien by, or defend enforcement of such lien in, legal proceedings which operate to secured by such lien in a manner acceptable to Lender, or shall in good faith contest any such lien so long as Borrower shall agree in writing to the payment of the obligation mortgage or deed of trust); provided, that Borrower shall not be required to discharge promptly furnish to Lender receipts evidencing such payments. Borrower shall paragraph, and in the event Borrower shall make payment directly, Borrower shall Borrower shall promptly furnish to Lender all notices of amounts due under this such manner, by Borrower making payment, when due, directly to the payee thereof. ground rents, if any, in the manner provided under Paragraph 2 hereof or, if paid in the property which may attain priority over this Mortgage, and leasehold payments of shall pay all taxes, assessments and other charges, fines and impositions attributable to affects Lender's security for the note or any rights of Lender in the security and deemed to be a default under this Mortgage but only if such default adversely prior mortgage or deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage may at the option of Lender be declared including Borrower's covenants to make any payments when due. A default under any agreement with a lien which has or appears to have any priority over this Mortgage, all of Borrower's obligations under any mortgage, deed of trust or other security 3. PRIOR ENCUMBRANCE; CHARGES; LIENS. Borrower shall fully and timely perform and declare to Lender that he has read and understands the terms and conditions of this instrument and agrees to be bound thereby. In witness whereof, the parties hereto have affixed their signatures this day of October, Two thousand eight hundred forty-five.

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9165316 LOAN NO. 070783022

secured by this Mortgage, with the excess, if any, paid to Borrower. Such application shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within thirty (30) calendar 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 irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If under Paragraph 17 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 such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Paragraphs 1 and 2 hereof or change the amount of such installments.

**5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly 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 promptly 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, all as may be amended from time to time. 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 in the Credit Documents, or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender hereunder, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender without demand upon Borrower but upon notice to Borrower pursuant to Paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceedings, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from

9165316

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-6-

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.  
Extension of the time for payment, acceptance by Lender of payments other than  
according to the terms of the Note, modification in payment terms of the sums secured  
by this Mortgage granted by Lender to any successor in interest or under the Credit Documents  
shall not operate to release any right granted herein or under the Borrower, or the  
Borrower's successors in interest, or any guarantor or suret, thereof, Lender shall not  
be required to commence proceedings against such successor, or refuse to extend  
time for payment or otherwise modify payment terms of the sums secured by this  
Mortgage by reason of any demand made by the original Borrower and Borrower's  
successors in interest, to have waived any of its rights or remedies hereunder unless such waiver  
is in writing and signed by Lender. Any such waiver shall apply only to the extent  
specifically set forth in the writing. A waiver as to one event shall not be construed as  
continuing or as a waiver as to any other event. The procurement of insurance or the  
payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's  
right as otherwise provided in this Mortgage to accelerate the maturity of the  
indebtedness secured by this Mortgage in the event of default under this  
Mortgage or the other Credit Documents.

Unless Lender and Borrower otherwise agree in writing, any such application of  
proceeds to principal shall not exceed \$2,000 per month the due date of the installments  
REFERRED TO IN PARAGRAPHS 1 AND 2 HEREOF OR OTHERWISE THE AMOUNT OF SUCH INSTALLMENTS.  
unless Lender and Borrower otherwise agree in writing, any such application of  
proceeds to principal shall not exceed \$2,000 per month the due date of the installments  
REFERRED TO IN PARAGRAPHS 1 AND 2 HEREOF OR OTHERWISE THE AMOUNT OF SUCH INSTALLMENTS.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that  
the condominium offers to make an award or settle a claim for damages, Borrower fails to  
respond to Lender within thirty (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.

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, 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 condominium authority to  
effectuate this paragraph. 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, unless Borrower and Lender  
otherwise agree in writing, there shall be applied to the sums secured by this Mortgage  
such proportion of the proceeds as is equal to that portion which the amount of the  
sums secured by this Mortgage immediately prior to the date of taking, with the balance of  
the market value of the Property immediately prior to the date of taking, bears to the fair  
sums secured by this Mortgage in the event of a total taking of the Property to the  
extent of the proceeds paid to Borrower.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and  
related to Lender's interest in the Property.  
Borrower notice prior to any such inspection specifying reasonable cause therefore  
inspections of the Property, provided that, except in an emergency, Lender shall give  
the Note. Nothing contained in this Paragraph 6 shall require Lender to incur any  
expenses or take any action hereunder and any action taken shall not release Borrower

from any obligation in this mortgage.  
Lender to Borrower requesting payment thereto and if such are not paid within the time  
period set forth in such notice, such amounts may be charged by Lender as a draw on  
the Note. Nothing contained in this Paragraph 6 shall require Lender to incur any  
expenses or take any action hereunder and any action taken shall not release Borrower

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LOAN NO. 070783022

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNER; CAPTIONS. As used herein, the terms "Borrower" and "Lender" shall include their respective heirs, devisees, endorsees, guarantors, sureties, endorsers, legal representatives, successors, assigns and subsequent holders of the Note. All of the terms, covenants, conditions, and agreements set forth herein shall be binding upon and inure to the benefit of such parties, except that no rights shall inure to any successor of Borrower unless consented to by Lender as herein provided. Borrower hereby acknowledges that Lender may freely assign or transfer all or any part of Lender's rights hereunder. If one or more person or entity signs this Mortgage, each of them is jointly and severally obligated hereunder. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to encumber that Borrower's interest in the Property under the lien and terms of this Mortgage and to release homestead rights, if any, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. The captions and headings of the paragraphs of this Mortgage are for convenience and reference only; they in no way define, limit or construe the scope or intent hereof. In this Mortgage, whenever the context so requires, the neuter shall include the masculine and feminine and the singular shall include the plural, where appropriate.

11. NOTICES. 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 hand delivering it to, or by mailing such notice by registered or certified mail addressed to, Borrower at the Property Address or at such other address as Borrower may designate by written notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at 800 Waukegan Road, Glenview, Illinois 60025 or to such other address as Lender may designate by written notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this Paragraph 11.

12. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability and interpretation of this Mortgage. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. Every provision hereof is intended to be severable. In any clause, phrase, provision or portion of this Mortgage or the application thereof is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining clauses, phrases, provisions and portions of this Mortgage shall not be affected or impaired thereby, but each such remaining clause, phrase, provision and portion shall be valid and enforceable to the fullest extent permitted by law.

13. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

14. REMEDIES CUMULATIVE. Lender may exercise all of the rights and remedies provided in this Mortgage and in the Credit Documents, or which may be available to Lender by law, and all such rights and remedies shall be cumulative and concurrent, and may be pursued singly, successively or together, at Lender's sole discretion, and may be exercised as often as occasion therefor shall occur.

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-8-

A. An Event of Default will occur hereunder upon the expiration of the applicable grace period, if any, after Lender gives Borrower written notice of the breach of Borrower's promises under the Note or any of the Credit Documents and to provide Lender with evidence reasonably satisfactory to it of such cure, within the applicable grace period, if any. In each case, the grace period begins to run on the day after the notice is given, and expires at 1:59 p.m., Central time, on the last day of the applicable grace period. All grace periods are expressed in calendar days, unless otherwise specified. The Event of Default will be complete upon the giving of the notice. Such notice shall be given to Borrower in the nature of a particular type of default, not business days. If there is no grace period, all grace periods are expressed in calendar days, given to Borrower in accordance with paragraph 11 hereof and shall contain the following information: (1) the nature of Borrower's breach; (2) the applicable grace period, if any, during which such breach must be cured; and (3) whether failure to cure such breach within the specified grace period, if any, will result in acceleration of the credit. Such notice shall further inform Borrower of the potential foreclosure of the line of credit under this Note, if any, and shall state the sums secured by this Mortgage and the potential foreclosure of this Mortgage. The notice shall further inform Borrower of the right, if any under applicable law, to reinstate his revolving line of credit under this Mortgage after acceleration.

B. Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, show a parentically after such event, will constitute an Event of Default:

(1) Borrower's failure to pay when due any amounts due under the Credit Documents (30 day grace period); (2) Lender's receipt of actual knowledge of any fraud or material misrepresentation by Borrower in connection with the line of credit or material documents (30 day grace period); (3) the transfer of Borrower's interest in the Property or the Collateral (4) Borrower's sale of the Lender in such security is adversely affected (no grace period); (5) the written consent (no grace period) of Lender in the transfer, all or any part of the Property or any interest in the Collateral, whether voluntary or involuntary, without Lender's prior or promise to sell or transfer, all or any rights for the benefit of all the Credit Documents, if in the Security Agreement to secure who is a signer of all the Credit Documents, if any, and, as a result thereof, Lender's security in such term is defined in the Note (no grace period); (6) Borrower files for bankruptcy or becomes unable to meet its obligations generally as they become due and, as a result thereof, Lender's security is adversely affected (no grace period); (7) Borrower makes an assignment for the benefit of its creditors, becomes insolvent or bankrupt, or suffers a lien, claim of lien or encumbrance against members of the Collateral, if any, or suffers a lien, claim of lien or encumbrance against any other creditor (8) Borrower further encumbrance of the Collateral, if any and, as a result thereof, Lender's security is adversely affected (9) Borrower is in default or an action is filed alleging a default of lien or encumbrance); (10) Borrower is in default in which to remove the lien, claim of lien or encumbrance or whose lien has or appears to have any priority over the line of credit described by the Mortgage or the Note or any credit instrument or mortgage evidencing an obligation of the Borrower with priority in right of payment evidencing or securing a default under any credit instrument or mortgage of Lender or any rights of Lender in the security is breached or the Note or the Collateral, if any and, as a result thereof, Lender's security is adversely affected (11) Borrower's other creditors attempt to seize or obtain a writ of attachment against the Property or the Collateral, if any and, as a result thereof, Lender's security is breached or the Note or the Collateral, if any and, as a result thereof, Lender's security is adversely affected.

## 15. EVENTS OF DEFAULT

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LOAN NO. 070783022

adversely affected (no grace period); (10) Borrower fails to keep any other covenant contained in any of the Credit Documents not otherwise specified in Paragraph 15 (ten (10) day grace period, unless the failure is by its nature not curable, in which case no grace period or, if another grace period is specified in the Credit Documents, that grace period will prevail); or (11) any action or inaction by Borrower which adversely affects Lender's security for this Note or any right of Lender in such security (no grace period).

**16. TRANSFER OF THE PROPERTY.** Upon the occurrence of an Event of Default as specified in Paragraph 15.B(4) above, 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. 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 Note after such an Event of Default shall constitute a separate Event of Default.

As an alternative to declaring all sums secured by this Mortgage to be immediately due and payable, Lender may waive its option to accelerate and agree in writing, prior to close of the sale or transfer to the transferee's assumption of the outstanding obligation under the Note, on terms satisfactory to Lender, subject to Lender's right, described in Paragraph 5.D of the Note, to freeze or reduce the line of credit. Lender's acceptance of the transferee's assumption of the obligation under the Note shall not release Borrower from any of its obligations under the Note and the Credit Documents, and Borrower shall assume the status of the guarantor of the Note until paid in full. Borrower understands that Lender will not permit the assumption of the outstanding balance under the Note in any event, and will declare the entire outstanding principal balance plus accrued interest and other charges due to be immediately due and payable (see Paragraph 17 hereof), unless (i) Borrower has submitted to Lender a written acknowledgement from the transferee that the transferee has received (a) a copy of each of the Credit Documents and (b) notice of the amount of Borrower's outstanding principal balance on the line of credit; (ii) Borrower has submitted to Lender a written acknowledgement from transferee that transferee has received such material and understands that Lender's security interest reflected by this Mortgage and the Security Agreement, if any, will remain on the Property and the Beneficial Interest, if any, until the entire outstanding principal balance of Borrower's line of credit as of the date of such sale or transfer or promise, plus any subsequent borrowings made under Borrower's line of credit before Lender has actual knowledge of the sale or transfer, together with accrued interest and other charges, is paid in full; (iii) Borrower causes to be submitted to Lender from the transferee a loan application as required by Lender so that Lender may evaluate the creditworthiness of the transferee as if a new loan were being made to the transferee; and (iv) Lender does not, in its sole opinion, believe that (a) its security will be adversely affected, or (b) a breach of any promise or agreement in this Mortgage or the Security Agreement, if any, will occur or (c) such transfer will permit the acceleration of any loan which has priority in right of payment over the indebtedness evidenced by the Note. Further advances on the line of credit will cease as of the date of the written assumption agreement signed by the transferee and Lender. The transferee and Borrower shall retain the right to repay the Note before the final payment date set forth in Paragraph 3 of the Note, in whole or in part, at any time without premium or penalty.

**17. 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.

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-10-

Upon acceleration under Paragraph 17 hereof, or abandonment, 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 liable to the debtor upon, take possession of, and manage the Property, and render and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to operate 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, such notice.

**18. 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 17 hereof or the occurrence of an Event of Default, or under the terms of the Note, to accelerate the principal repayment of the Note, to collect and retain such rents as they become due and payable.

If Lender, freezes or reduces the line of credit, Lender shall notify Borrower, in the manner provided in Paragraph 1 of this Mortgage, within three (3) days after such action is taken. Such notice shall specify: (i) the reasons for such action; (ii) the new credit limit; if the credit line has been reduced; and (iii) the new credit privileges. Lender will reinstate the line of credit if the event giving rise to such reduction or freeze no longer exists and no other event would give Lender the right to freeze or reduce the line of credit or any Event of Default is then existing. If the line of credit is frozen or reduced, Borrower is not obligated to repay the outstanding principal balance until the final payment date set forth in Paragraph 3 of the Note, provided, however, that Lender will still have the right, in accordance with the terms of the Note, to accelerate the final payment if Lender fails to collect and retain such rents as they become due and payable.

**19. GOVERNMENT REGULATIONS.** (i) the occurrence of an Event of Default, or (vii) the maximum interest rate permitted to be charged by Lender under the practice; or (viii) the maximum interest rate permitted to be charged by Lender under the agency that continues advances under the Note; (vi) Lender is notified by its regulatory 120% of the line of credit evidence by the Note; (v) Lender is less than by government action to the extent that the security interest is adversely affected by government's security interest or the Collateral is adversely affected financially of Lender's cause of a material change in Borrower's financial condition; (iii) the occurrence of an Event of Default, (iv) Lender is precluded from making payments under the Note because of a material change in Borrower's financial condition; (ii) Lender reasonably believes that Borrower will be unable to fulfill the obligations below the Property's appraised value for purposes of the Note; (iii) Lender reasonably believes that Borrower will be unable to fulfill the requirements and during the continuation of any of the following principal balance, upon the requiring available to Borrower under the Note (that is "reduce" the line of credit), without reducing the Note, (that is "freeze" the line of credit) or may reduce the maximum amount under the Note, (that is "freeze" the line of credit) or invoke any of its remedies pertaining to Events of Default, may cancel Borrower's right to any future advances without declaring or asserting any other term of the Note, Lender,

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LOAN NO. 070783022

19. 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.

20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices 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 on page one of this Mortgage.

21. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Note are by this reference incorporated herein as if set forth in full. Any Event of Default under the Note shall constitute an Event of Default hereunder without further notice to Borrower.

22. TIME OF ESSENCE. Time is of the essence to this Mortgage and all provisions relating thereto are to be strictly construed.

23. 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 800 Waukegan Road, Glenview, Illinois 60025 (or such other address specified by Lender to Borrower). 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 if 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.

24. TAXES. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who claim through or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclosure such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of Borrower, all persons beneficially interested in the Property and each and every person acquiring any interest in or title to the Property or the Collateral subsequent to the date of this Mortgage, and on behalf of all other persons, to the extent permitted by Illinois law.

26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage or the Note or the Credit Documents 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 Lender for attorneys' fees, appraiser's fees outlays for documentary and

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-12-

forgoing instrument,  
personally known to me to be the same person(s) whose name(s) subscribed to the

husband and wife  
HEREBY CERTIFY THAT DAVID G. CHANDLER AND ELIZABETH C. CHANDLER,  
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO

COUNTY OF COOK }  
STATE OF ILLINOIS } SS.

(Date) \_\_\_\_\_ (Date) \_\_\_\_\_

DAVID G. CHANDLER (Date) ELIZABETH C. CHANDLER (Date)

12/15/91 *Elizabth C. Chandler* 12/15/91

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Note shall have the same priority as if made at the time of execution of this Mortgage.  
29. PRIORITY OF ADVANCES. All advances under the line of credit established by the

indebtedness accruing hereunder, all such liability, if any, being expressly waived, and that any recovery  
herein contained, all such security, if any, to perform any covenants either express or implied  
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 any co-maker, co-signer, but  
this waiver shall in no way affect the personal liability of any co-maker, co-signer,  
trustee personally to pay said Note or any interest thereon, or any  
indebtedness secured by this Mortgage hereunder that nothing contained herein or in  
the Note shall be construed as creating any liability on the  
or hereafter claiming any right or security hereunder that nothing contained herein or in  
is expressly understood by the mortgagee herein and by every person now  
exercising of the power and authority conferred by the mortgagee herein and by such trustee, and it  
, trustee, executes this Mortgage as Trustee as aforesaid in the  
28. TRUSTEE EXECUTION. If this Mortgage is executed by a Trust,

principal amount of the Note plus U.S. \$100,000.00  
accordance herewith to protect the security of this Mortgage, exceed the original  
amount of the indebtedness secured hereby, not including sums advanced in  
with interest thereon shall be secured by this Mortgage. At no time shall the principal  
advances to the full amount thereof (herein "Future Advances"). Such future Advances  
release of this Mortgage, may increase the line of credit secured hereby and make  
27. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to  
proceeding or property or in preparation for the commencing this Mortgage, the  
Note of the employee by Lender in any litigation or proceeding affecting this Mortgage, the  
attorney employed by Lender in any litigation affecting this Mortgage, the fees of any  
Property and the maintenance of the lien of this Mortgage, including the fees of said  
mentioneed, and such expenses and fees as may be incurred in the protection of said  
Property. All expenditures and expenses of the nature in this Paragraph  
of the Property. All expenditures and expenses of the true condition of the title to or value  
deem reasonably necessary either to prosecute such suit or to evidence to bidders at any  
forens certificate, and similar data and assurances with respect to title as Lender may  
procuring all abstracts of title, title searches and examinations, title insurance policies,  
(which may be estimated as to items to be expended after entry of the decree),  
expert evidence, stenographers' charges, publication costs, survey costs, and costs  
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Note of the employee by Lender in any litigation or proceeding affecting this Mortgage, the  
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(which may be estimated as to items to be expended after entry of the decree),  
expert evidence, stenographers' charges, publication costs, survey costs, and costs  
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LOAN NO. 070783022

appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this

15 day of Dec , 1991  
Notary Public

My Commission expires:

## IF BORROWER IS A TRUST:

Attest:

Its \_\_\_\_\_

(CORP SEAL)

STATE OF ILLINOIS      }  
COUNTY OF                } SS.  
                            }

not personally but solely as  
trustee as aforesaid

By: \_\_\_\_\_ Its \_\_\_\_\_

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that President of , a corporation, and , Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such. President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this  
19

day of

Notary Public

My Commission expires:

This Instrument Prepared By:

Glenview State Bank  
800 Waukegan Road  
Glenview, Illinois 60025

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911CE59946