

This instrument was prepared by Barbara Wallace

NORWOOD FEDERAL SAVINGS BANK
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646
DIVISION OF DEERFIELD FEDERAL SAVINGS
[Space Above This Line For Recording Date]

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EQUITY LINE OF CREDIT
VARIABLE INTEREST RATE MORTGAGE

THIS MORTGAGE is made this 21st day of December, 1991, between Patrick T. Shea and Jean M. Shea, his wife,

hereinafter the "Mortgagor" and NORWOOD FEDERAL SAVINGS BANK, a corporation organized and existing under the laws of the United States of America, whose address is 5813 North Milwaukee Avenue, Chicago, Illinois 60646 hereinafter the "Mortgagee"

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of TWENTY FIVE THOUSAND AND no/100 \*\*\*\*\* (25,000.00\*\*) Dollars ("Maximum Amount") or so much of that sum as may be advanced pursuant to the obligation of Mortgagee (whichever is less), as evidenced by a Promissory Note of the Mortgagor dated December 21, 1991 (the "Note") the terms and provisions of which are incorporated by reference herein, providing monthly payments of principal and of interest and with the balance of the indebtedness if not sooner paid due and payable on December 1, 1996 as fully set forth in the Note

To secure to Mortgagee the repayment of the indebtedness evidenced by the Note, including, but not limited to obligatory future advances ("Future Advances") as described herein, 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 Mortgagor herein contained, Mortgagor does hereby mortgage grant and convey to Mortgagee the property commonly known as 7700 West Roscher Avenue Chicago, Illinois 60656-1647 and legally described as

Lot 28 in Block 9 in Kenney's Higgins Roads Subdivision of part of Sections 1 and 12 Township 40 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded February 19, 1923 in Book 176 of plats, pages 40 and 41, a. Document 7812269, in Cook County, Illinois.

PTN: 12-12-108-030

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Together with all the improvements now or hereafter erected on the property and all easements, rights appurtenances and rents all of which 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 the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"

Mortgagor warrants that Mortgagor is the legal owner of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is free, unburdened, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands.

Future Advances. The holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time to time for a period of five (5) years from the date of the Note, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or this Mortgage, or there shall then exist a federal, state or local statute, law, ordinance, or a decision by any tribunal which, in the reasonable opinion of any holder of the Note, adversely affects the priority or validity of the Note or this Mortgage, or the Mortgagor shall no longer own the Property, or the Mortgagor or any guarantor of the Note is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount. All said advances up to the Maximum Amount shall have priority over all other liens or encumbrances on the Property as if said Future Advances were made on the date of this Mortgage first above written.

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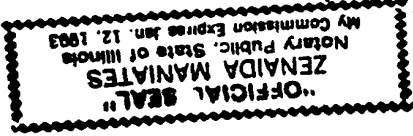
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Property of Cook County Clerks Office

Small to

THIS INSTRUMENT PREPARED BY

Barbara Wallace  
Norwood Federal Savings Bank  
Division of Deerfield Federal Savings  
5813 North Milwaukee Avenue  
Chicago, Illinois 60646



My Commission expires 01-12-93

Notary Public

*Zenaida Maniates*

Given under my hand and official seal this 21st day of December 1991

set forth:

signed and delivered the said instrument as the free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) are

do hereby certify that Patrick T. Shea and Jean M. Shea, his wife,

Zenaida Maniates, a Notary Public in and for said county and state,

Cook County ss

(Space Below This Line For Acknowledgment)

BY *Patrick T. Shea*  
Mortgagee Patrick T. Shea  
BY *Jean M. Shea*  
Mortgagee Jean M. Shea

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage

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

recording, if any.

20. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall receive a fee of \$40.00 or the preparation of an appropriate release or satisfaction of mortgage. Mortgagee shall pay all cost of

# UNOFFICIAL COPY

Unless Mortgagor and Mortgagee otherwise agree to varying the due date of principal shall not extend or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments.

**10. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver.** Extension of the time for payment or modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee 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 Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee 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.

**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.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to their respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co signs this Mortgage but does not execute the Note (a) is co signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations without regard to the terms of this Mortgage or the Note without such Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

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

**14. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and Note are declared to be severable. As used herein, costs, expenses and attorneys' fees include all sums to the extent not prohibited by applicable law or limited herein.

**15. Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**16. Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations, if any, under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagee. Mortgagee, at Mortgagee's option, may require Mortgagor to execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**17. Transfer of the Property.** If all or part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of a leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, and without notice to Mortgagor, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.

Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and the Mortgagor or such other person pays all expenses incurred by Lender to assure the Mortgagee that the lien of this Mortgage and Mortgagee's interest in the Property shall continue unimpaired. If Mortgagee has waived the option to accelerate provided in this Paragraph 17 and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and Note.

**18. Acceleration; Remedies.** Upon Mortgagor's default in the performance of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee may, at its option and without notice to Mortgagor, declare due and payable all sums secured by this Mortgage, and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**19. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor 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, Mortgagee shall be entitled to be appointed Mortgagee in possession or to have a Receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the 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 attorneys' fees, and then to the sums secured by this Mortgage. The Receiver shall be liable to account only for those rents actually received.

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paid to Mortgagee.

taking bears to the fair market value of the Property in immediately prior to the date of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of the proceeds otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds with the excess, if any, paid to Mortgagee. In the event of a partial taking of the Property, unless Mortgagee and Mortgagee in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage with a lien which has priority over this Mortgage.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

Any amounts disbursed by Mortgagee pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagee requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.

Mortgagee shall faithfully and fully comply with and abide by every term, covenant and condition of any superior mortgage or mortgages presently encumbering the Property. A default or delinquency under any superior mortgage or mortgages shall automatically and immediately constitute a default under this Mortgage. Mortgagee is expressly authorized at his option to advance all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 7 of this Mortgage. Mortgagee agrees not to make any agreement with the holder of any superior mortgage that in any way shall modify, change, alter or extend any of the terms or conditions of that superior mortgage nor shall Mortgagee request or accept any future advances under that superior mortgage, without the express written consent of Mortgagee.

7. **Protection of Mortgagee's Security.** If Mortgagee fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortgagee, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest. If Mortgagee requires mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagee shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagee's and Mortgagee's written agreement or applicable law.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagee shall keep the Property in good repair and shall not permit 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, Mortgagee (or all of Mortgagee's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents, if a condominium or planned unit development) shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

Unless Mortgagee and Mortgagee otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments. If under Paragraph 18 hereof the Property is acquired by Mortgagee, all right, title and interest of Mortgagee in and to any insurance policies and in and to the proceeds hereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Hazard Insurance.** Mortgagee 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 Mortgagee may require and for such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by Mortgagee subject to approval by Mortgagee; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed or trust or other security agreement with a lien which has priority over this Mortgage.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagee shall perform all of Mortgagee's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagee's covenants to make payments when due. Mortgagee 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.

3. **Charges; Liens.** Borrower shall pay 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, by Borrower making payment, when due, directly to the payee hereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of the lien or forfeiture of the Property or any part thereof.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagee under Paragraph 7 hereof, then to interest payable on the Note, and then to the principal of the Note.

1. **Payment of Principal and Interest.** Mortgagee shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late and other applicable charges as provided in the Note.

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