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UNOFFICIAL COPY

EQUITY LINE MORTGAGE

THIS EQUITY LINE MORTGAGE is made this 2ND ^{Cal} day of OCTOBER, 19 90, between the Mortgagor EDWIN R. DUNMORE AND DOROTHY R. DUNMORE, HIS WIFE AS JOINT TENANTS herein, "Borrower", and the Mortgagee, Palos Bank and Trust Company an Illinois banking corporation, with its main banking office at: 12600 South Harlem Avenue, Palos Heights, Illinois 60463 herein, "Bank".

WHEREAS, Borrower has entered into the Palos Bank and Trust Company Equity Line Agreement and Disclosure Statement (the "Agreement") dated OCTOBER 2, 19 90, pursuant to which Borrower may from time to time borrow from Bank amounts not to exceed the aggregate outstanding principal balance of \$ 70,000.00 the "Maximum Credit Amount", plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on OCTOBER 1, 19 95, or such later date as the Bank shall agree, but in no event more than 20 years after the date of the Mortgage.

NOW, THEREFORE, to secure to Bank the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, warrant, and convey to Bank the property located in the County of COOK, State of Illinois, which has the street address of 7320 POTAWATOMI DRIVE, PALOS HEIGHTS, IL 60463

herein "Property Address", legally described as:

LOT 142 IN O'CONNOR AND HENRY'S ISHNALA SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 23-36-204-034

COOK COUNTY, ILLINOIS

1990 OCT 16 AM 11:59

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Re Record MTE to correct notary

13.00

15.00

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 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".

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 Bank's interest in the Property.

COVENANTS. Borrower covenants and agrees 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 provided in the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Bank under the Agreement and paragraph 1 hereof shall be applied by Bank first in payment of amounts, fees and charges, payable to Bank by Borrower under this Mortgage, then to interest payable to Bank by Borrower under the Mortgage, then to interest 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 that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring the Bank's interest in the Property (the "First Mortgage"), if any. Upon Bank's request, Borrower shall promptly furnish to Bank receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Bank, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal

proceedings that operate to 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 Bank may require and in such amounts and for such periods as Bank may require; provided, that Bank shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

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

MAIL TO:

Box 333

This document prepared by:

PALOS BANK AND TRUST COMPANY

12600 South Harlem Avenue
Palos Heights, Illinois 60463

BOX 333 - GG

72-87-1760

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Edwin R. Dunmore

Borrower EDWIN R. DUNMORE

Dorothy R. Dunmore
Borrower DOROTHY R. DUNMORE

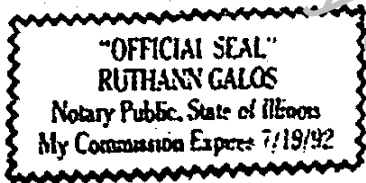
State of Illinois }
County of COOK } SS

I, RUTHANN GALOS, a Notary Public in and for said county and state, do hereby certify that EDWIN R. DUNMORE AND DOROTHY R. DUNMORE personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2ND day of OCTOBER, 19 90.

My commission expires 7/19/92

Ruthann Galos
NOTARY PUBLIC



COOK COUNTY, ILLINOIS

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Property of Cook County Clerk's Office

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Mortgage or the Note which can be given effect without the continuing provision, and to this end the provisions of the Mortgage and the Note are declared to be severable provided that the Bank may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

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

16. Transfer of the Property Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in the Property in any trust holding title to the Property, is sold or transferred by Borrower without Bank's prior written consent, Bank may, at Bank's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. Reverting Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan as provided in the Agreement, and shall secure not only any existing indebtedness under the Agreement but also future advances, whether such advances are obligated to be made at the option of the Bank or otherwise as are made within 2 (two) years 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 additional advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The use of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby, including all payments of taxes, special assessments, or insurance on the Property and interest thereon, and any disbursements made for Account plus interest thereon, and any disbursements made for any one time outstanding shall not exceed the Maximum Credit Agreement, or any other document with respect thereto, as the Agreement, which the Bank may make under this Mortgage, in any one time outstanding without charge to Borrower. Bank shall release this Mortgage and termination of the Agreement, Bank shall not be liable to account only for those rents actually received.

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

22. Waiver of Homestead. Borrower hereby waives all rights of the intended exemption in the Property.

23. Understanding anything to the contrary in Section 19 of the Equity Line Mortgage or in the Agreement, the Bank shall notify the Borrower at least 30 days prior to instituting any action leading to repossession or foreclosure, except in the case of the Borrower's abandonment of the Property or other extreme circumstances.

24. If the Borrower has paid any precomputed finance charge upon the Borrower's payment of the entire outstanding principal balance and termination of the Equity Line, the Borrower shall be entitled to a refund of the unearned portion of such pre-paid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that the Borrower shall not be entitled to any refund of less than \$1.00. For the purposes of this Section 24, the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the pre-computed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

18. Conversion to Installment Loan. Pursuant to the Agreement, the Bank may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event, be due and payable on or before 25 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.

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

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Unless Bank and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 15 hereof, the Property is acquired by Bank, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Prerequisite and Maintenance of Property; Leasehold's Condominium; Planned Unit Development; 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 leasehold, all of Borrower's obligations under the declaration of 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 are 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 Bank's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Bank's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank, at Bank's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Bank pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon Bank's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Bank to incur any expense or take any action hereunder.

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

8. Condemnation. The proceeds of an award or claim for damage, direct or consequential, in connection with any condemnation or taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to the Borrower.

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

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

9. Borrower Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Bank to any successor in interest of the original Borrower and Borrower's successors in interest, shall operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Bank shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Bank Not a Waiver. Any forbearance by Bank in exercising any right or remedy under the Agreement 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 Bank shall not be a waiver of Bank's right to accrete the maturity of the indebtedness secured by this Mortgage.

11. Successors and Assigns Bound; Joint and Several Liability; Captains. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Bank and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraph of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Legislation Affecting Bank's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.

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 Bank as provided herein, and (b) any notice to Bank shall be given by certified mail, return receipt requested, to Bank's address stated herein or to such other address as Bank 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 Bank when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision of this Mortgage or the Note conflicts with any applicable laws, such conflict shall not affect other provisions of this

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