

UNOFFICIAL COPY

AMERICAN NATIONAL BANK OF LANSING  
3115 Ridge Road  
Lansing, Illinois 60438

91089433

HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE is made this **February 22**, 1973, by and between **David A. Swets and Marjorie G. Swets, his wife**, of the County of Cook, State of Illinois, and **AMERICAN NATIONAL BANK OF LANSING**, a corporation organized under the laws of the State of Illinois.

February 22

91

ARTICLE I  
DEFINITIONS

30,000.00

February 16, 1973

Cook County Recorder of Deeds

22231961

Lansing Federal Savings and Loan Association

Lot 14 in Block 7 in Lansing Terrace, a Subdivision of part of the West Half of the North West Quarter of Section 32, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 17955 Roy Street, Lansing, IL 60438

PTN No. 30-32-109-014

91089433

ARTICLE II  
GRANT

ARTICLE III  
REPRESENTATIONS

S.A.S. M.M.D.

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ly of the loan evidenced by the Security Documents are **strictly** correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and complete knowledge of the subject matter.

3.3 **Mortgage Priority and Other Property.** Mortgagee shall have marketable title in fee simple to the Land and free and clear of all encumbrances except for the First Mortgage and other encumbrances of record as of the date of this Mortgage. Mortgagee will preserve its title to the Mortgaged Property and will forever covenant and defend the same to Mortgagee and will forever covenant and defend the validity and priority of the lien of this Mortgage.

3.4 **First Mortgage.** Mortgagee does hereby acknowledge that the only mortgage that is prior or, in any way, superior to this Mortgage is the First Mortgage.

3.5 **Taxes.** To the best of its knowledge, Mortgagee has filed all federal, state, county and municipal income tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns, pursuant to any assessments received by it or pursuant to law, and the Mortgagee does not know of any basis for additional assessment in respect of such taxes or additional taxes.

3.6 **Litigation.** There is not now pending against or affecting the Mortgaged Property, nor to the knowledge of the Mortgagee, is there threatened or contemplated, any action, suit or proceeding of law or in equity or by, or before any administrative agency which adversely determined, would materially impair or affect the value or operation of the Mortgaged Property.

3.7 **Environmental Immediacy.** Mortgagee shall indemnify and hold Mortgagee harmless against and from any and all loss, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Mortgagee on account of the location of the Land or improvements of any chemical, material, substance or contaminant (including without limitation, petroleum products, asbestos, urea formaldehyde foam insulation, hazardous waste and/or toxic waste) the presence or storage of which or the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local governmental unit, agency or authority or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Mortgagee or any prior owner or occupant of the Land to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

## ARTICLE IV AFFIRMATIVE COVENANTS

4. **Affirmative Covenants.** Until the entire Indebtedness shall have been paid in full, Mortgagee hereby covenants and agrees as follows:

4.1 **Compliance With Laws.** Mortgagee shall promptly and faithfully comply with all laws, rules and orders or entered by appropriate proceedings in good faith at present and use its best efforts to enforce laws, ordinances, rules, regulations and requirements, whether or not considered governmental authority, or agency and of every board or fire underwrites having jurisdiction, or similar body, exercising functions which may be applicable to it or to the Mortgaged Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Mortgaged Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

4.2 **Payment of Impositions.** Mortgagee shall duly pay and discharge, or cause to be paid and discharged, the impositions. Mortgagee may exercise the option to pay the same such installments.

4.3 **Repair.** Mortgagee shall keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof.

4.4 **Insurance.**

(a) At all times during the term of this Mortgage, Mortgagee shall carry or cause to be carried policies insuring the Mortgaged Property against loss of rents or business interruption and against loss or damage by fire, theft, vandalism, malicious mischief, hazards and such other risks as Mortgagee may, from time to time require, including, without limitation, those risks included in the term "extended coverage." The amount of the coverage afforded by each of the Insurance Policies (the "Insurance Policies") shall be in amounts reasonably satisfactory to the Mortgagee and shall be sufficient to prevent any insured from becoming a co-insured of a partial loss thereunder, but in any case no such amount shall be less than either (1) full replacement cost of all improvements, or (2) the outstanding indebtedness, whichever amount is greater at the time of loss or damage.

(b) All Insurance Policies shall, at all times, be in full force and effect, and shall be subject to the terms, conditions and coverages acceptable to Mortgagee, bear a non-contributory first mortgage endorsement and such other endorsements in form and content acceptable to Mortgagee in favor of Mortgagee or of Mortgagee may request and shall remain in force, with renewals and replacements thereof, which renewals and replacements shall be deposited with Mortgagee with evidence of payment of all premiums no later than fifteen (15) days prior to the expiration of any then existing Insurance Policy until the Indebtedness is paid in full. Every Insurance Policy shall contain an agreement that no party thereto may terminate or modify the Insurance Policy without at least 15 days prior written notice to Mortgagee.

(c) Premiums on all Insurance Policies shall be paid by the Mortgagee and payment shall be made promptly, and when due directly to the insurance carrier. Mortgagee may but shall not be obligated to make premium payments to prevent lapse or cancellation by reason of nonpayment of premium, and any amounts so paid by Mortgagee shall be treated as "Advances" in accordance with Paragraph 4.15.

4.5 **Application of Insurance Policy Proceeds.** In case of loss, damage or casualty to the Mortgaged Property, the proceeds of claims under the Insurance Policies covering casualty losses or damages shall be paid to Mortgagee for application at the option of Mortgagee, either (i) to the Indebtedness (in the inverse order of maturity) with the balance of such proceeds if any, paid to Mortgagee or (ii) to the restoration of the Mortgaged Property on such conditions and subject to such controls as Mortgagee may impose in its absolute discretion with the balance of such proceeds if any, applied in the inverse order of maturity against such indebtedness. Notwithstanding any other provision of this Mortgage or the Agreement, no application of Insurance Policy proceeds to the Indebtedness shall have the effect of curing any Event of Default or extending the time for making any payment hereunder or under the Agreement. Mortgagee shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein, regardless of the cause of such failure.

4.6 **Restoration Following Uninsured Casualty.** In the event of the happening of a casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Mortgaged Property, Mortgagee shall give notice thereof to Mortgagee and Mortgagee shall promptly at Mortgagee's good faith and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

4.7 **Value.** Mortgagee shall use its best efforts to prevent any act or thing which might materially and adversely impair the value or usefulness of the Mortgaged Property.

4.8 **Performance of Other Agreements.** Mortgagee shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever binding upon it that involves the Mortgaged Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Mortgaged Property is part of a condominium, cooperative, phased development or other homeowner association.

4.9 **Inspection.** Mortgagee shall permit Mortgagee, and parties designated by Mortgagee, at all reasonable times to inspect the Mortgaged Property upon three (3) days' prior written notice.

4.10 **Hold Harmless.** Mortgagee shall, at Mortgagee's sole cost and expense, save, indemnify and hold the Mortgagee, its officers, officials, employees and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (herein collectively referred to as "Claims") affecting the Mortgaged Property or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Mortgagee except as may be the direct result of Mortgagee's negligence. Mortgagee shall pay all expenses incurred by the Mortgagee in defending itself with regard to any and all Claims. These expenses shall include all out of pocket expenses, such as attorney's and expert's fees, and shall also include the reasonable value of any services rendered by any employee of the Mortgagee.

4.11 **Expenses.** Mortgagee shall pay or reimburse Mortgagee for all reasonable attorneys' fees, reasonable costs and expenses paid or incurred by Mortgagee in any action, proceeding or dispute of any kind in which Mortgagee is made a party or appears as a party plaintiff or defendant, involving any of the Security Documents. Mortgagee or the Mortgaged Property, including, without limitation, the proceeds or other enforcement of this Mortgage, any condemnation involving the Mortgaged Property, any action to protect the security hereof, or any proceeding in private or bankruptcy, and any such amounts paid or incurred by Mortgagee shall be treated as "Advances" in accordance with Paragraph 4.15.

4.12 **Payment of Indebtedness.** Mortgagee shall timely pay and discharge the Indebtedness of any part thereof in accordance with the terms and conditions of the Agreement this Mortgage and the Security Documents.

4.13 **Flood Disaster Protection Act.** Mortgagee shall take all steps necessary to comply with the provisions of the Flood Disaster Protection Act of 1973, as amended and required by Mortgagee. Mortgagee shall cause the Mortgaged Property to be insured pursuant to the provisions of such Act.

4.14 **First Mortgage.** Mortgagee shall comply with all terms, provisions and conditions of the First Mortgage.

4.15 **Advances.** In the event Mortgagee fails to perform any act required of Mortgagee by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Mortgagee shall, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Mortgagee shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Mortgagee together with all expenses incurred in connection therewith shall be deemed advances ("Advances") under this Mortgage, shall be immediately due and payable and shall be added to the Indebtedness. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Mortgage as though originally a part of the principal amount of the Indebtedness.

## ARTICLE V NEGATIVE COVENANTS

5. **Negative Covenants.**

Until the entire Indebtedness shall have been paid in full, Mortgagee covenants and agrees as follows:

5.1 **Use Violation.** Mortgagee shall not use the Mortgaged Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate or any law, ordinance, regulation or restrictive covenant, whether or not affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Mortgaged Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may in law constitute a nuisance, public or private.

5.2 **Alterations.** Mortgagee shall not commit or knowingly permit any waste of the Mortgaged Property or in any way materially increase the risk of any ordinary fire or other hazard arising out of construction or operation thereof.

5.3 **Removal of Fixtures, Improvements and Personal Property.** Mortgagee shall not permit any of the Fixtures or Improvements to be removed at any time from the Land, without prior written consent of the Mortgagee, unless actually replaced by an article of equal or greater suitability and value and owned by Mortgagee.

5.4 **Other Liens.** Mortgagee shall not, without the prior written consent of Mortgagee, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on security interest in or conditional sale of or other the realty or agreement on, whether prior or subordinate to the lien of the Security Documents, the Mortgaged Property, or income therefrom other than the Security Documents and the First Mortgage.

5.5 **Transfer of Title.** As a material inducement to Mortgagee to make the loan evidenced by the Agreement and secured by this Mortgage, Mortgagee has made representations to Mortgagee concerning the abilities of the undersigned in constructing, managing and operating the Mortgaged Property, which representations have been and will be relied upon by Mortgagee in funding this loan. Therefore, Mortgagee covenants and agrees that it will not sell, convey, transfer, alienate, pledge, encumber or permit to be sold, conveyed, transferred, alienated, pledged or encumbered the Mortgaged Property and will not convey or assign any beneficial interest in the Mortgaged Property, without written consent of the Mortgagee, which consent may be granted or withheld in Mortgagee's sole discretion, and if granted may be conditioned upon any successor of Mortgagee agreeing to an increase in the interest rate in the Agreement.

5.6 **Sale or Lease of the Mortgaged Property.** If Mortgagee contracts to sell or Lease all or any portion of the Mortgaged Property or amends, modifies or terminates any now existing or future sales contract, Lease, or other agreement concerning the Mortgaged Property, Mortgagee will furnish Mortgagee with a copy of the executed contract, Lease or agreement within 15 days after the date of execution thereof.

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## ARTICLE VI EVENTS OF DEFAULT

The following events shall constitute a default under this Mortgage:

- Failure to pay any installment of principal, interest, taxes, or other charges when due.
- Failure to maintain the property in accordance with the terms of this Mortgage.
- Failure to pay any other debt secured by a lien on the property.
- Failure to pay any other debt secured by a lien on the property.

## ARTICLE VII REMEDIES

Upon the occurrence of a default under this Mortgage, the Mortgagee shall have the right to:

- Accelerate the entire amount of the debt.
- Foreclose on the property.
- Take any other action permitted by law.

The Mortgagee shall have the right to:

- Take any action permitted by law.
- Take any action permitted by law.
- Take any action permitted by law.

The Mortgagee shall have the right to:

- Take any action permitted by law.
- Take any action permitted by law.
- Take any action permitted by law.

The Mortgagee shall have the right to:

- Take any action permitted by law.
- Take any action permitted by law.
- Take any action permitted by law.

## ARTICLE VIII CONDEMNATION

In the event the property is condemned, the Mortgagee shall have the right to:

- Receive the proceeds of the condemnation.
- Take any other action permitted by law.

## ARTICLE IX MISCELLANEOUS

This Mortgage shall be governed by the laws of the State of Illinois.

This Mortgage shall be governed by the laws of the State of Illinois.

**David A. Swets**  
**Marjorie G. Swets**  
**17955 Roy Street**  
**Lansing, IL 60438**

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To the Mortgagee

American National Bank of Lansing  
3115 Ridge Road  
Lansing, Illinois 60436  
Attention: Home Equity Loan Division

9.9 Covenants Running With the Land. All covenants contained in this Mortgage shall run with the Land.

9.10 Successors and Assigns. All terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them, provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.

9.11 Multiple Mortgagors. Mortgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement (all co-signing this Mortgage) shall, to Mortgagee, grant and, unless the Mortgagee agrees, shall not personally be obligated to pay the indebtedness, and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent.

9.12 Severability. In case any one of the Obligations or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed thereby.

9.13 Modification. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

9.14 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

9.15 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

9.16 Headings. The Article headings and the section and subsection headings hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.

9.17 Riders. If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

*David A. Sveta*  
 \_\_\_\_\_  
**David A. Sveta**  
*Marjorie G. Sveta*  
 \_\_\_\_\_  
**Marjorie G. Sveta**

Witness  
*Gene A. Guidici*  
 \_\_\_\_\_  
**Gene A. Guidici, Second Vice-President**

DEPT-01 RECORDING 915 00  
 T#8888 TRAN 9416 02/27/91 10 43 00  
 #2936 # Y \* -91-089433  
 COOK COUNTY RECORDER

This document was prepared by and upon recording please mail to:  
**Margaret Phipps C/O**  
**American National Bank of Lansing**  
**3115 Ridge Road**  
**Lansing, IL 60438**

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

I, a Notary Public in and said County in the State aforesaid, DO HEREBY CERTIFY that David A. Sveta & Marjorie G. Sveta personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of Feb A.D. 1991

*Margaret Phipps*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires 10-2-91



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