

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION
HOME EQUITY CREDIT LINE MORTGAGE

This Home Equity Credit Line Mortgage is made this 2nd day of March, 1991, between the Mortgagor, MASQUE H. SHARIF and FARZANA SHARIF, his wife, (herein "Borrower") and the Mortgagee, Chesterfield Federal Savings and Loan Association of Chicago, a Corporation organized and existing under the laws of the United States of America whose address is 10001 South Western Avenue, Chicago, Illinois 60643 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Chesterfield Federal Savings and Loan Association Home Equity Credit Line Agreement (The "Agreement") dated March 2nd, 1991, pursuant to which Borrower may from time to time until March 2nd, 2001, borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$10,000.00, the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After March 2nd, 2001 (the "Final Maturity Date") all sums outstanding under the Agreement, together with interest thereon, are due and payable.

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

Lot 13 in Jill's Subdivision, a Subdivision of part of the West half of the Northwest quarter of Section 36, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY, ILLINOIS

1991 MAR -7 AM 11:43

91102243

91102243
Cook County Clerk's Office

PERMANENT INDEX NUMBER: 18-36-113-025-0000

which has the address of 7949 W. 80th St., Bridgeview, IL 60455

15⁰⁰

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

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

UNOFFICIAL COPY

BOX 134

91102243

CHICAGO, ILLINOIS, MARCH 2nd, 1991.

RECEIVED
PROPERTY CLERK'S OFFICE
MARCH 13, 1991
THIS INSTRUMENT WAS PREPARED BY
THIS INSTRUMENT WAS PREPARED BY:
Walter R. Rose
WALTER R. ROSE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/9/92

IN THE COUNTY OF COOK, STATE OF ILLINOIS, on the 2nd day of March, 1991,
between HAZEL S. SHAREE and FARRAZMA SHAREE, his wife,
husband and wife, for the sum of \$1,000,000.00, payable at the time and place and for the purpose set forth
of becoming known to me to be the same person, whose name is *Hazel S. Sharee*, subscriber to the foregoing instrument, appears
hereby certify that *Walter R. Rose* has signed and delivered the said instrument, upon
receipt of which instrument to me to be the same person, whose name is *Hazel S. Sharee*.

1. NAME R. ROSE HAZEL S. SHAREE and FARRAZMA SHAREE, his wife
2. NAME Public notary and for said currency and place, do

COUNTY OF COOK
STATE OF ILLINOIS
COURT OF ILLINOIS
SIXTY-THREE (63) DAY OF MARCH, 1991

(Seal)
HAZEL S. SHAREE
FARRAZMA SHAREE
FOR WALTER R. ROSE

(Seal)
HAZEL S. SHAREE
FARRAZMA SHAREE
FOR WALTER R. ROSE

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

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

Upon acceleration of the principal amount of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to collect rents of and manage the Property and to collect the rents of the Property including those accrued to court upon, take possession of and manage the Property by judicially appointed receiver, shall be entitled to collect rents of and manage the Property, by agent or by judicially appointed receiver, shall be entitled to collect rents of and manage the Property following judicial sale, Lender and the receiver shall be entitled to collect rents of and manage the Property and to apply the rents to payment of the costs of managing the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then so the sums secured by this Mortgage, Lender and the receiver shall be liable to account only for those rents actually received.

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

24. Assignment of Rights; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rights to collect and retain such rents as they become due and payable.

25. Assignment of Rights; Appointment of Receiver; Lender in Possession. A written assignment under paragraph 18 before or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

26. Release. Upon payment of all sums secured by this Mortgage, provided that Borrower shall, prior to acceleration under paragraph 18 before or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

UNOFFICIAL COPY

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

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

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; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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 First Class Mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class Mail to Lender's address or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender on the earlier of: (1) the date hand delivery is actually made, or (2) the date notice is deposited into the U.S. Mail system by First Class Mail.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

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

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender'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 or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 10 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 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 lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or maintenance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting safety taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

18. Acceleration. (A) REMEDIES: Upon an event of Default or Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Agreement, including the covenants to pay when due and sums when due by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

(B) TERMINATION AND ACCELERATION UPON DEFAULT: This Agreement may be terminated by the Lender and require you to pay us the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or material misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail to act in a way that adversely affects our security interest. Upon Default, the Lender at its option may refuse to make additional Loans and declare all amounts you owe to the Lender under this Agreement to be immediately due and payable. All outstanding Loans and accrued Finance Charges shall be immediately due and owing, and the Account shall be automatically terminated.

S-1102243

