

7A-84-619 C 2072

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AMITY FEDERAL BANK FOR SAVINGS
HOME EQUITY CREDIT LINE MORTGAGE

91160016

This Home Equity Credit Line Mortgage is made this 18th day of December, 19 90, between the Mortgagor, VALOS BANK & TRUST CO., AS TRUSTEE U/T/A DATED 4-4-88 AND KNOWN AS TRUST NO. (herein "Borrower") and the Mortgagee, Amity Federal Bank For Savings of Tinley Park, a Corporation organized and existing under the laws of the United States of America whose address is 7151 West 159th Street, Tinley Park, Illinois 60477 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Amity Federal Bank For Savings Home Equity Credit Line Agreement (The "Agreement") dated December 18, 19 90, pursuant to which Borrower may from time to time until December 15, 2000 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 60,000.00 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 December 31, 2000 (the "Final Maturity Date") all sums outstanding under the Agreement, together with interest thereon, are due and payable.

TO SECURE to the Lender, 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 2 In Podgurski and Bogdan Subdivision of the North 262.70 feet of the West 1/4 of the East 1/2 (except the South 20 acres) of the East 1/2 of the North West 1/4 of Section 2, Township 36 North, Range 12 East of the Third Principal Meridian together with the North 262.70 feet of the West 1/3 (except the East 100 feet of the North 435.60 feet of said West 1/3) of the East 3/4 of the East 1/2 (except the South 20 acres) of the East 1/2 of the North West 1/4 of Section 2, Township 36 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax No. 27-02-101-012-0000

COOK COUNTY, ILLINOIS

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PERMANENT INDEX NUMBER:

which has the address of 8441 W. 135th Street Orland Park, Illinois 60462
(herein "Property Address").

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) and 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.

31160016

AMITY FEDERAL BANK FOR SAVINGS
7151 West 139th Street
Tinley Park, Ill. 60477
1-708-429-0100

Mary Kay Burke

REC'D BY: [Signature]

THIS INSTRUMENT WAS PREPARED BY:

SEAL
"OFFICIAL SEAL"
Mary Kay Burke
Notary Public, State of Illinois
My Commission Expires Aug. 31, 1991

"OFFICIAL SEAL"
Mary Kay Burke
Notary Public, State of Illinois
My Commission Expires Aug. 31, 1991

Notary Public

[Signature]

Witness my hand and official seal this 12th day of March 19 91

executed said instrument for the purposes and uses therein set forth.

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that, Barbara A. Danaher, Asst. Trust Officer & Robert A. Shanks, A.V.P., personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be theirs (his, her, theirs) free and voluntary act and deed and that they (he, she, they)

State of Illinois
County of Cook

91160016

[Space Below This Line For Acknowledgment]

By: [Signature] (Seal)
Barbara A. Danaher, Asst. Trust Officer (Seal)
Robert A. Shanks, Asst. Vice Pres. (Seal)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
PALOS BANK & TRUST COMPANY AS TRUSTEE U/T/A DATED 4-4-88 AND KNOWN AS TRUST NO. 1-2695 AND NOT PERSONALLY.

- 19. Assignment Of Rents; Appointment of Receivers; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower 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, 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 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 Lender or 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. Lender and the receiver shall be liable to account only for those rents actually received.
- 20. 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.
- 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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COVENANTS. Borrower and Lender covenant and agree 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 as provided in the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of interest, fees, charges and advances 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 which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; 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 such lien in, legal proceedings which 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 Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such 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 Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 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 authorized to collect and apply the insurance proceeds to Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 18 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 the sale of acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** 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 unit in a condominium or a planned unit development, Borrower shall perform all of Borrower'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 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 if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower pursuant to paragraph 13, may make such appearances, disburse such sums and take such action as is necessary to protect Lender'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 Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts, shall be payable upon notice from Lender to Borrower requesting payment thereof, 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 Lender to incur any expense or take any action hereunder.

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

- 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. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

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

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will be required to pay the Lender's attorneys' fees and court costs.

necessary to commence legal proceedings to collect any balance in the Account or to enforce the Collateral or Mortgage, you Finance Charges shall be immediately due and owing, and the Account shall be automatically terminated. If it becomes and payable. If any proceeding is commenced by or against you under the bankruptcy laws, all outstanding Loans and accrued Lender and whose lien appears to have priority over the Credit Line Mortgage. Upon Default, the Lender at its option may default under any credit instrument or mortgage evidencing or securing an obligation with a priority right of payment over application, (j) you become insolvent, (k) you further encumber the property, (l) you default or an action is filed alleging a stated as maximum credit, (1) Lender receives actual knowledge that you have omitted material information in the credit financial information upon request of the Lender from time to time, (h) your outstanding balance due exceeds the principal sum other act or event occurs by reason of which the Lender reasonably deems itself insecure, (g) you fail to furnish personal mortgagor, (d) you die, (e) the Lender reasonably believes that the Property has declined substantially in value, (f) any comply with the terms of the Agreement or the Mortgage, (c) any application or statement furnished by you is found to be (B) Events of Default: This agreement shall be in Default if (a) you fail to make any payment due hereunder, (b) you fail to

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

the Property, to the extent of the maximum amount secured hereby. priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on for payment of taxes, special assessments or insurance 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 (herein) at any one time outstanding shall not exceed the Maximum Credit, plus interest thereon and any disbursements made (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby recorded in the recorder's office of the county in which the Property is located. The total amount of indebtedness of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for this Mortgage and although there may be no indebtedness secured hereby on the date any advance is made. The lien were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of 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 date hereof, to the same extent as if such future advances 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently

this Mortgage to be immediately due and payable. 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 conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate 16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or

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

by First Class Mail. Lender on the earlier of: (1) the date hard delivery is actually made, or (2) the date notice is deposited into the U.S. Mail system Borrower as provided hereof. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower 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 Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice provided for in this Mortgage shall be given by mailing such notice by First Class Mail, addressed to Borrower at the Property 13. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower

hereof. 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 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative, independently or successively, under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

of Lender's rights to accelerate the maturity of the indebtedness secured by this Mortgage. 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 other liens or charges by Lender shall not be a waiver Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such 9. Borrower not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of 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.

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

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