



MORTGAGE

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

1991 JUL 15 PM 12:14 20 Q 1349007

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THIS MORTGAGE made this 06 day of Jun 19 91, between
ARNOLD KORESIAN AND DOROTHY KORESIAN
("Borrower") and COLONIAL BANK

15.00

WITNESSETH, that:

Borrower is indebted to Bank in the maximum principal sum of

"Bank"

EIGHTY FOUR THOUSAND AND 00/100

(\$ 84,000.00)

) DOLLARS, or

the aggregate amount of all advances made by Bank pursuant to that certain Home Equity Line of Credit Agreement between Bank and Borrower ("Loan Agreement") of even date herewith, whichever is less, which indebtedness is evidenced by the Loan Agreement and the Home Equity Line of Credit Variable Interest Rate Promissory Note of even date herewith ("Note") providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and payable on demand on or after five (5) years from the date of this Mortgage. However, in no event shall the final payment of the Note, including the total outstanding principal balance and any accrued and unpaid interest, fees and charges, be due later than fifteen (15) years from the date hereof. Bank will provide Borrower with a final payment notice at least 90 days before the final payment must be made.

Interest on the Note is determined for each monthly billing period by applying a daily periodic rate to each day's ending loan balance. The daily periodic rate may vary from month to month; it is set at the beginning of each monthly billing period and remains constant during that monthly billing period. The daily periodic rate is 1/365th (or 1/366th in the case of leap years) of the Annual Percentage Rate applicable to that monthly billing period (carried to five decimal places). The ANNUAL PERCENTAGE RATE will be determined by adding a margin of ~~2%~~ percent (0.000%) per annum to the Prime Rate as reported in the Money Rate section of *The Wall Street Journal* on the first business day of such billing period (the "Prime Rate"). The maximum interest rate shall not exceed 18% per annum. Except for this 18% "cap," there is no limit on the amount by which the rate can change during any one-year period.

TO SECURE to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in COOK County, Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois:

LOT 22 IN BLOCK 10 IN EDGE BROOK ESTATES BEING A SUBDIVISION IN FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF LOTS 46 AND 53 IN OGDEN AND JONES SUBDIVISION OF BRONSON'S PART OF CALDWELL RESERVE IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which has the common address of

6941 N ALGONQUIN RD. CHICAGO, IL 60646
("Property Address"); and the permanent index number of: 10-33-120-022-0000

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock insurance and condemnation proceeds, 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 are hereinafter 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, that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to AETNA BANK

dated 11/18/86

and recorded as document number 86550594

The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

The Borrower has the right to prepay the principal amount outstanding of the Note, in whole or in part, at any time during the term thereof, without penalty.

COVENANTS. Borrower and Bank 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 evidenced by the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Bank, Borrower shall pay to Bank on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments and bills and reasonable estimates thereof.

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19. Borrower's Right to Remonstate. Notwithstanding Bank's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued at any time prior to entry of a judgment enforecning this Mortgage; (a) Borrower pays Bank all sums which would be then due under this Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Bank in enforcing the covenants and agreements of Borrower contained in this Note and cure the defaults in the Note; (d) Borrower takes such action as may reasonably be required by the terms of this Mortgage to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred.

3B. Default: Acceleration: In connection with the ELC; (ii) Borrower does not meet the repayment terms for any outstanding balance as provided in the Note, the Loan Agreement or this Mortgage; (iii) Borrower's action or inaction adversely affects the Property or the Bank's rights in the Property securing the ELC; (iv) the value of Property declines significantly below its appraised value for purposes of the ELC; (v) the Bank reasonably believes that the Borrower will not be able to meet the repayment terms due to a material change in Borrower's financial circumstances; (vi) Borrower is in default of a material obligation under the Note, the Loan Agreement or this Mortgage; (vii) Borrower's failure to pay the Bank interest or principal when due; (viii) a regulatory agency has notified the Bank that continued advances would constitute an unsafe and unsound practice; or (ix) a final judgment is entered against Borrower for a debt of \$120 or less.

Without further notice or demand of power, we shall not be compelled to pay these sums prior to the expiration of this period, than till you give any remedies permitted by this mortgage.

If Bank exercises its option, Bank shall give Barrower notice of cancellation. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Barrower must pay all sums secured by this Mortgage. If Barrower fails to pay these sums prior to the expiration of this period, he may make any demands provided by this Mortgage.

31. Interest of the Property Due on Sale. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Bank's prior written consent, Bank may, at its option, require immediate payment in full of all sums secured by this Mortgage.

16. Borrower's Copy. Borrower shall be given a copy or a copy of the Note, the Loan Agreement and this Mortgage at the time of execution or after recording has been made.

law or limited herein; and the rights of the parties to this contract shall be governed by applicable law.

Given effect without the benefit of the provisions of the mortgage or the services of the servicer. As used herein, "mortgagee" and "mortgagor" include all persons to whom the note is delivered to be serviced.

provision or clause of this Mortgage shall be deemed strucken from this Mortgage, and such language shall be governed by such other law as may prevail in the State of New York.

(a) Notices, except in the event any notice shall be required under applicable law to be given in another manner, (a) Any notice to Borrower 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 in writing, and (b) Any notice to the Bank shall be given by mailing such notice by certified mail addressed to the Bank at its address set forth in the Note.

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and the rights the author shall incur to, the respective heirs, legatees, devisees, successors and assigns of the Bank and Barrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provi-

under this Article or afforded by law or equity and may be exercised concurrently, independently, or successively.

11. Remedies Cumulative. All remedies provided in this Model Code are distinct and cumulative to any other right or remedy shall not be construed as a waiver of or preclude the exercise of any such right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of any right or remedy hereunder.

10. Borrower's Note Rebased. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment, extension of the sums secured by this Mortgage for any reason, shall not affect the rights of the Bank.

11. Successors in Interest. Borrower's successors in interest, heirs, executors, administrators, assigns, and personal representatives, shall not be liable for any debt or obligation of Borrower to the Bank, if such person does not accept the note or mortgage, or if such person does not consent in writing to the modification of the note or mortgage.

12. Borrower's Successors in Interest. Any successor by the original Borrower and his successors in interest, shall be bound by the terms of this Note and the Mortgage, and shall be liable for all debts and obligations of the original Borrower under this Note and the Mortgage.

monies in the same manner and with the same effect as provided in this Mortgagor's power of attorney or of mark such Hazard Insurance and other insurance as may be required to protect the property from damage by fire or other causes.

This Mortgagor, Borrower agrees to execute such instrument as may be required by the condominium authority to effectuate this Paragraph. Bank is hereby irrevocably authorized to apply or release such monies received or made available to him/her under the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over

Bank shall give Borrower notice prior to any such inspection specifically reasonable cause therefor related to Lenders interest in the property.

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20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Bank 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, and at any time prior to the expiration of any period of redemption following judicial sale, Bank, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property, and collect the rents of the Property, including those past due. All rents collected by Bank or the receiver shall be applied first to payment of the costs of operation and management of 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 to the sums secured by this Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

21. Time of Essence. Time is of the essence of this Mortgage, the Note and the Loan Agreement.

22. Release. Upon payment of all sums secured by this Mortgage and termination of the Loan Agreement, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordations of any documentation necessary to release this Mortgage.

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

24. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at
Chicago, Illinois.

BORROWER

NAME: Arnold Koresian

NAME: Dorothy Koresian

STATE OF ILLINOIS

COUNTY OF Cook

SS.

I, the undersigned, in the State aforesaid, DO HEREBY CERTIFY THAT 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, sealed and delivered the said instruments as their for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this

6th day of June 19 91

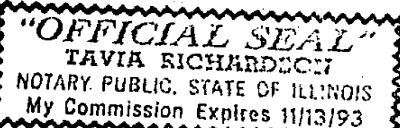
, a Notary Public in and for said County,

Arnold Koresian & Dorothy Koresian

free and voluntary act

Tavia Richardson
NOTARY PUBLIC

My commission expires:



THIS INSTRUMENT WAS PREPARED BY:

Vita J. Viverito for Colonial Bank
5850 West Belmont,
Chicago, IL 60634

RETURN TO:

ELC Office:
Colonial Bank
5850 West Belmont
Chicago, IL 60634

20064316

BOX 333