

UNOFFICIAL COPY

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HOME EQUITY LINE OF CREDIT MORTGAGE

This Home Equity Line of Credit Mortgage is made this 17th day of July, 1991, between the Mortgagor, WILLIAM F. STITZIEL AND MARIEL R. STITZIEL (herein "Borrower"), and the Mortgagee, RIVER FOREST BANK AND TRUST COMPANY whose address is 7727 W. Lake Street, River Forest, IL 60305 (herein "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a RIVER FOREST STATE BANK AND TRUST COMPANY Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated July 17, 1991, pursuant to which Borrower may from time to time until July 17, 1998, borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 25,000.00, 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. All amounts borrowed under the Agreement plus interest thereon, unless due earlier under the terms of the Agreement, must be repaid by July 17, 1998, which is the last day of the Draw Period, and which is also referred to as the Repayment Period, as each of those terms is defined in the Agreement (the "Final Payment Date").

TO SECURE to 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, warrant, and convey to Lender the following described property located in the County of Cook State of Illinois:

THE N 42-1/2 FEET OF LOT 31 IN BLOCK 29 IN RIDGELAND IN THE SE 1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

91366837

Permanent Tax Number: 16-07-222-005 which has the address of 162 W. Scoville, Oak Park, IL 60302 (the "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, water right, 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 exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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 of 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 any fees and charges payable pursuant to the Agreement, then to any advance made by Lender pursuant to this Mortgage, then to interest, payable pursuant to the Agreement, and 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 of 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 that amount of coverage required to pay the sums secured by this Mortgage and any other 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

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RE: TITLE SERVICES #

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9. Borrower Not Released. Extension of the time for payment or modification of any other terms 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.

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 right 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 the 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 certified 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 certified mail, return receipt requested to Lender's address stated herein 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 when given in the manner designated herein.

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 effect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end

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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend to the sums secured by this Mortgage.

Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, if the Property is abandoned by Borrower, or if Borrower fails to respond to Lender's option, either to restoration or repair of the Property or to make sums secured by this Mortgage, with the excess, if any, paid to Borrower.

In the event of total or partial taking of the Property, the proceeds shall be applied to the condemnation or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of 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.

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 for conveyance in lieu of condemnation, are hereby assigned to Lender's interest in the Property.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, Lender to incur any expense or take any action hereunder.

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.

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 mortgage, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, 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 attorneys' fees and entry upon the Property to make repairs.

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 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 by-laws and regulations or other governing documents, or a combination thereof, recorded together with this mortgage, the covenants and agreements of such rider shall be incorporated into and shall be a part hereof.

4. The covenants and agreements of this mortgage as if the rider were a part hereof.

3. If Borrower fails to perform the covenants and agreements of this mortgage as if the rider were a part hereof, the covenants and agreements of this mortgage as if the rider were a part hereof shall be incorporated into and shall be a part hereof.

2. If Borrower fails to perform the covenants and agreements of this mortgage as if the rider were a part hereof, the covenants and agreements of this mortgage as if the rider were a part hereof shall be incorporated into and shall be a part hereof.

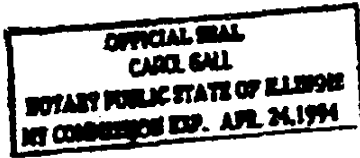
1. If Borrower fails to perform the covenants and agreements of this mortgage as if the rider were a part hereof, the covenants and agreements of this mortgage as if the rider were a part hereof shall be incorporated into and shall be a part hereof.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

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I, Carol Gall, a Notary Public in and for said county and state, do hereby certify that William E. Stitzel and Mariel R. Stitzel personally known to me to be the same person(s) whose name(s) 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 notarial seal, this 17th day of July, 1991.

Carol Gall
Notary Public



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DEPT-01 RECORDING \$15.00
77444 1991 07 20 11 53:08:00
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COOK COUNTY RECORDS

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Prepared by + Mail to:
J. Krice
River Forest Bk
7727 W. Lake St.
River Forest, IL 60305



1329 E

THE N 42-1/2 FEET OF LOT 21 IN BLOCK 29 IN RIDGELAND IN THE SE 1/4 OF THE NE 1/4

of Illinois
grant, warrant, and convey to under the following described property located in the County of Cook State
the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage,
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this mortgage, and
TO SECURE TO LENDER the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the
"Final Payment Date").
Draw Period, and which is also referred to as the Repayment Period, as each of those terms is defined in the Agreement (the
the terms of the Agreement, must be repaid by July 17, 1998, which is the last day of the
Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 25,000.00
("Maturity Credit") plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the
19 91, pursuant to which Borrower may from time to time until July 17, 1998, borrow from
HEREAS, Borrower and Lender have entered into a RIVER FOREST STATE BANK AND TRUST COMPANY dated July 17,
-one Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated July 17,
BANK AND TRUST COMPANY
address is 7727 W. Lake Street, River Forest, IL 60305
(herein "Lender").
RIVER FOREST STATE BANK AND TRUST COMPANY
RIVER FOREST BANK AND TRUST COMPANY
between the Mortgagor, WILLIAM E. STITZEL AND MARIEL R. STITZEL, and the Mortgagee, RIVER FOREST
This Home Equity Line of Credit Mortgage is made this 17th day of July, 1991.

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Mortgagee: R. Stitzel
Borrower: William F. Stitzel
Borrower: [Signature]

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

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. Mortgagor shall pay all costs of recordation, if any.

19. Assignment of Rights; Appointment of Receiver; 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, 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.

18. Acceleration Remedies. If Borrower engages in fraud or material misrepresentation in connection with this Mortgage or the Agreement, if Borrower fails to meet the repayment terms of the Mortgage or the Agreement, if Borrower does not pay when due any sums secured by this Mortgage, if Borrower's action or inaction adversely affects the Property, or Lender's rights in the Property, 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.

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 obligated to be made at the option of the Lender, or otherwise, as are made within seven (7) 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 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) as any one time outstanding shall not exceed one hundred fifty per cent of the Maximum Credit, plus interest thereon and any disbursements made 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 priority over all subsequent liens and encumbrances, including state or federal liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

16. Transfer of the Property. All of the indebtedness owed pursuant to the Agreement shall be immediately due and payable, 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.

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.

14. Governing Law, Jurisdiction and Venue. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision 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.

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 Lender as provided herein, and (b) any notice to 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 when given in the manner designated herein.

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 the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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