

EQUITY LINE OF CREDIT MORTGAGE

MAIL TO

The Equity Line of Credit Mortgage is made this 30th day of July 1991 between the Mortgagee MIROSLAW CHRUL AND EWA CHRUL, HIS WIFE

(herein "Borrower"), and the Mortgagee, LaSalle Northwest National Bank, a banking association whose address is 447 West Irving Park Road, Chicago, Illinois 60641 (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement, the "Agreement", dated July 30th 1991, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate (including principal balance owing)

\$ 15,000.00 plus interest. From time to time under the Agreement will take the form of revolving credit loans as described in paragraph 14 below. (herein "Loans").

Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement, unless otherwise agreed in writing by Lender and Borrower in a separate writing, standing under the Agreement on or after July 30th 1991.

1991, together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by August 10th 1998 (the "Final Maturity Date").

To Secure the repayment of the Loans made pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to effect 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 22 in Block 24 in Arlington Heights Park Manor, a Subdivision of the East 1/2 of the Southeast 1/4 of Section 32 and also of the East 1/2 of the Northeast 1/4 of Section 32, Township 42 North Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 03-12-420-007

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COOK COUNTY RECORDER

which has the address of 925 S. CLEVELAND AVE., ARLINGTON HEIGHTS, ILLINOIS 60005 (herein "Property Address")

Together with all the improvements now or hereafter existing on the property and all easements, rights, appurtenances, rents, royalties, mineral or land use rights and profits, water, water rights, and water backflow, and all other things 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 fixtures and together with said property, or heretofore estate if this Mortgage, such a leasehold, 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, 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 encumbrances to coverage in any title insurance policy insuring Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

2. Application of Payments. Unless applicable law or words of the above obligations require otherwise, Lender under the Agreement and paragraph 1 hereof shall be entitled to apply all payments received by Lender pursuant to the Mortgage, together with interest, fees and charges due pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, liens and impositions assessable to the Property, which may obtain a priority over this Mortgage, and reasonable payments to third parties, including all payments due under any mortgage secured by the insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, pay or cause to be paid to Lender the costs, including the cost of payments, Borrower shall promptly discharge, and which are payable from this Mortgage, except for the bona fide mortgage debt paid by the Illinois State Bank insuring Lender's interest in the Property, and which shall not be required to discharge any debt. Borrower shall agree to pay or cause to be paid to Lender the payment of the principal and interest on such debt in a manner subject to Lender's right to take such action as may be necessary to protect its interest in the Property, including legal proceedings which are necessary to protect the enforcement of the lien or title to the Property, or any debt thereof.

4. Hazard Insurance. Borrower shall keep the improvements now or hereafter existing on the Property, including additions by the insured, insured with the term fire, theft and vandalism, and with other hazards, as a condition of the loan, and in such amounts and for such periods as Lender may require, or demand that Lender shall be insured for the amount of such coverage required that amount of coverage required to pay the sums due under this Mortgage, and any other mortgage on the Property.

The insurance policy providing such coverage shall be subject to approval by Lender, and when approved, shall not be unreasonably withheld. All premium and co-insurance payments shall be paid by the Borrower.

All insurance proceeds shall be payable to Lender, and shall be held in trust for Lender. Lender may, at its option, in the event of loss, accept in full or in part the proceeds of such insurance. Borrower shall promptly furnish to Lender a renewal of policies and receipts. If paid, proceeds of the insurance shall be applied to the principal of the Loans, and Lender and Borrower may make use of the same as they may see fit.

Unless Lender and Borrower otherwise agree in writing, no insurance proceeds shall be applied to restoration or repair of the Property, or to the security of the Mortgage, if such restoration or repair is not economically advisable or if the security of the Mortgage would be impaired. The insurance proceeds shall be applied to the sums secured by this Mortgage, with the express consent of Borrower. If the Property is damaged by fire, theft or vandalism, or if the insurance policy is terminated, Lender shall, within 30 days from the date notice is received by Lender from Borrower that the insurance policy is terminated, advise Lender of such termination, and shall, at Lender's expense, obtain and supply the insurance policy which Lender may require.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not constitute payment. The due date of any payments due under the Agreement shall be extended to the date of such payment. If under paragraph 18 hereof the Property is sold by Lender, or if Lender and Borrower are in default of the Agreement, and in the event of the proceeds of the insurance resulting from damage to the Property, but to the date of acquisition shall be applied to the extent of the sums secured by this Mortgage, immediately prior to such sale or acquisition.

Reservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in repair and shall not allow any third party to impair the preservation of the Property, and shall comply with the provisions of any lease. This Mortgage is a lien on the Property, including any leasehold, and shall be subject to the provisions of any lease. Borrower shall perform all obligations of the Property, including the maintenance and repair of the Property, and shall comply with the laws and regulations of the jurisdiction in which the Property is located.

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, and if a default in any proceeding is initiated by or against the prior mortgagee, eminent domain, involuntary liquidation, or other proceedings or proceedings involving a bankruptcy or receivership, then Lender or Lender's assignee, agent or attorney, may make such application and take such action as may be necessary to protect Lender's interest, including but not limited to, the enforcement of its rights in the Property, or any debt thereof.

Any amounts due under the Agreement, including interest thereon, shall be due and payable upon demand by Lender. Lender may, at its option, in the event of loss, accept in full or in part the proceeds of such insurance. Borrower shall promptly furnish to Lender a renewal of policies and receipts. If paid, proceeds of the insurance shall be applied to the principal of the Loans, and Lender and Borrower may make use of the same as they may see fit.

Unless Lender and Borrower otherwise agree in writing, no insurance proceeds shall be applied to restoration or repair of the Property, or to the security of the Mortgage, if such restoration or repair is not economically advisable or if the security of the Mortgage would be impaired. The insurance proceeds shall be applied to the sums secured by this Mortgage, with the express consent of Borrower. If the Property is damaged by fire, theft or vandalism, or if the insurance policy is terminated, Lender shall, within 30 days from the date notice is received by Lender from Borrower that the insurance policy is terminated, advise Lender of such termination, and shall, at Lender's expense, obtain and supply the insurance policy which Lender may require.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not constitute payment. The due date of any payments due under the Agreement shall be extended to the date of such payment. If under paragraph 18 hereof the Property is sold by Lender, or if Lender and Borrower are in default of the Agreement, and in the event of the proceeds of the insurance resulting from damage to the Property, but to the date of acquisition shall be applied to the extent of the sums secured by this Mortgage, immediately prior to such sale or acquisition.

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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, and if a default in any proceeding is initiated by or against the prior mortgagee, eminent domain, involuntary liquidation, or other proceedings or proceedings involving a bankruptcy or receivership, then Lender or Lender's assignee, agent or attorney, may make such application and take such action as may be necessary to protect Lender's interest, including but not limited to, the enforcement of its rights in the Property, or any debt thereof.

Any amounts due under the Agreement, including interest thereon, shall be due and payable upon demand by Lender. Lender may, at its option, in the event of loss, accept in full or in part the proceeds of such insurance. Borrower shall promptly furnish to Lender a renewal of policies and receipts. If paid, proceeds of the insurance shall be applied to the principal of the Loans, and Lender and Borrower may make use of the same as they may see fit.

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EQUITY TITLE COMPANY 100 NORTH LASALLE STREET SUITE 2105 CHICAGO ILLINOIS 60602

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**7. Inspection.** Lender, in its sole discretion, may cause to be made a reasonable inspection of the Property, or any part thereof, prior to any such inspection specifying reasonable cause therefor 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 condemnation 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.

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

**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 successors 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. The term interest as used herein shall mean and include all finance charges under the Agreement.

**13. Notice.** Except for any notice required under applicable law to be given in another manner, all any notice to Borrower provided for in this Mortgage shall be given by making 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 all 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 provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other 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 confirmed copy of the Agreement and of this Mortgage at the time of execution, or after recordation hereof.

**16. 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 20 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 records or registers 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 a maximum principal amount of \$ 15,000.00, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property, and interest on such disbursements, or 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 solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

**17. Termination and Acceleration.** Lender at its option may terminate the obligability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage, if: (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage; (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage; or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property, or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage; (i) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to enforce this Mortgage by judicial proceeding.

**18. Assignment of Rents; 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 16 hereof, all assignment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 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 and 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 attorney's 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.

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

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

In Witness Whereof, Borrower has executed this Mortgage

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Mirosław Chrul  
MIROSLAW CHRUL  
Type or Print Name

Ewa Chrul  
EWA CHRUL  
Type or Print Name

State of Illinois }  
County of COOK } SS

TINA M. SALADINO a Notary Public in and for said county and State do hereby certify that

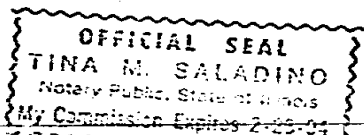
MIROSLAW CHRUL AND EWA CHRUL personally known to me to

be the same person(s) whose name(s) are subscribed to the foregoing instrument, executed 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 30th day of July 1991

(Seal)  
My Commission Expires



Tina M. Saladino  
Notary Public

This Instrument Prepared By: HELMUT GOTTFERT  
LaSalle Northwest National Bank  
4747 West Irving Park Road  
Chicago, Illinois 60641