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Equity Credit Line

charges, and then to principal.

Mortgage

THIS MORTG	AGE ("Security Instrument"	") is given on	JULY 3	, 1992 . The mortgag
is EVA M. INRALLE	ILL. MARRIED TO BARRY THRAIL	KILL		('Borrower'
which is a Nation whose address is.	ument is given to The Fix onal Bank organized ar One First National I um principal sum of	nd existing under the Chic THIRTEEN THO	the laws of <u>the united</u> ago lilinois 60670 USAND THREE HUNDR	("Lender"). Borrower ow: ED AND NO/100
by Lender pursus ("Agreement"), wh This debt is evide	13.300.00), or the int to that certain Equity Colchever is less. The Agreement will arrier, due and payable five	Credit Line Agree ment is hereby in hich Agreement p	ment of even date here corporated in this Secu provides for monthly int	ewith executed by Borrow irity Instrument by reference erest payments, with the fo
will provide the Bo Agreement provid Agreement). The years from the da instrument secure- interest, and other	prrower with a final payment les that loans may be ma Draw Period may be extent to hereof. All future loans to Lender: (a) the repayment of an ingress as provided for in the form sums, with interest,	t notice at least 90 de from time to nded by Lender I will have the same nent of the debt e the Agreement,	I days before the final p time during the Drav in its sole discretion, b me lien priority as the widenced by the Agree and all renewals, exten	ayment must be made. The Period (as defined in the sum of the security or the security of the
the security of this this Security Instri foregoing not to ex	i Saviny Instrument; and (ument and the Agreement keeped twice ine maximum pand convey to Lender the formations)	(c) the performan and all renewait principal sum state	ce of Borrower's coven s, extensions and moded ad above. For this purp	ants and agreements undi lifications thereof, all of th lose, Borrower does hereb
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under der State der Der State der State d	and the service of		कि पुरानेक को प्रमुखने हैं है के छै। भूडेक्टर में एक कि छै। यह अफ़िल्मिक १ वर्ग के एक प्रमुखने हैं की छै।	The conjugate section of the conjugate section is a section of the conjugate section in the conjugate section is a section of the conjugate section of the conjugate section is a section of the conjugate section of the conjugate section of the conjugate section is a section of the conjugate section of the conju
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Permanent Tax 1	Number: 20-11-314-0 ess of <u>5311 S.MARYLAN</u>	02, ,	und in the state of the state of the	ar May agreem in graver de Chicago
illinois 60615	_ ("Property Address"):			Opportugista in State (Section 1997)
appurtenances, re- insurance, any and or hereafter a par	"H all the improvements no nts, royalties, mineral, oil all awards made for the tal t of the property. All rep he foregoing is referred to in	and gas rights king by eminent d lacements and	and profits, claims সা lomain, water rights ১.x additions shall also be	demands with respect to detack and all fixtures now e covered by this Security
mortgage, grant ar record. Borrower subject to any enou	OVENANTS that Borrower is not convey the Property and warrants and will defend gumbrances of record. There dated 99/3	d that the Proper senerally the title is a prior mortga	ty is unencumbered, e to the Property agains ge from Borrower to <u>cr</u>	xcept for a combrances of it all claims and demands NIRUST MORTGAGE CORP.
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			Andrew Commencer	a fa cultat a chick a chick
COVENANTS. B	orrower and Lender covena Principal and interest. Bot	nt and agree as fo	Nows:	, compared the property of the set of the
the debt evidenced		· •		

3. Charges; Liens. Sorrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, and leasehold payments or ground rents, if any. Upon Lender's request, Sorrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and upon Lender's request, promptly furnish to Lender receipts evidencing the payments.

2. Application of Payments. All payments received by Lender shall be applied first to interest, then to other

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and this area.

Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, license fees and other charges, against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the validity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's aprilo all which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of oeld premiums and renewal notices. 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 Borrov er otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damegia, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security Instrument or the Agreement. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or dues not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 18 the Property is acquired by Lynder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property; Learn pids. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorate, or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the Vesa, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agree to the merger in writing.
- 6. Protection of Lender's Rights in the Property. If Borrower falls to refrom the covenants and agreements contained in this Security instrument, or there is a legal proceeding that may confidently affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do 10.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Porrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these arrounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, up an notice from Lender to Borrower requesting payment.

- 7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- a. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whather or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

if the Property is abandoned by Sorrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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Mortgage

- 9. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Ilability of the original Borrower or Borrower's successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. A walver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Agreement, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such walver shall be deemed a continuing walver but all of the terms, covenants, conditions and other provisions politics. Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No walver shall be asserted against Lender unless in writing signed by Lender.
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's life est in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modin, hybear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.
- 11. Loan Charges. If this tipen secured by this Security Instrument is subject to a law which sets maximum loan 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 efunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
- 12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law; Severability. This Security Instrument thail be governed by federal law and the law of litinols. In the event that any provision or clause of this Security instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Agreement are declared to be severable.
- 14. Assignment by Lender. Lender may assign all or any portion of its interest nereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or illa silities thereunder.
- 15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. If it is any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is so'd or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument or the Agreement without further notice or demand on Borrower.
- 16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lander all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not distributed the obligations accurred hereby shall remain fully effective as if no acceleration had occurred. However, this integrate hall not apply in the case of acceleration under paragraph 15.

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17. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

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- 18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonoxistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument by judicial proceeding. Lender shall be entired to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, in decided to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, in decided to collect all expenses incurred in legal proceedings of title evidence.
- 19. Lender in Posse, skin. Upon acceleration under Paragraph 18 or abandonment of the Property and at any time prior to the expiration of my 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. Any rents collected by Lender or the receiver shall be applied first to payment of the coats of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiume or receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Authing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19, in the exercise of the towers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly wrived and released by Borrower.
- 20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
 - 21. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 22. No Offsets by Borrower. No offset or claim that borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due units the Agreement or this Security Instrument or from performing any other obligations contained therein.
- 23. Riders to this Security Instrument. If one or more riders are executed by Somower and recorded together with this Security Instrument, the covenants and agreements of rach such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverance contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with the Security instrument.

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This Document Prepared By: Equity Credit Center, The First Nation	VERONICA RHODES	esa jeraan ee Algillarij	p., IL 60670	
STATE OF ILLINOIS, Cook	County ss:	ing the second of the second o	szerű a r	
I, Virginia A-Woodard certify that EVA H. THEALLELL, MARRIED TO BARRY		in and for said cour		
personally known to me to be the same person(appeared before me this day in person, and delivered the said instrument as	e and voluntary act,	R r <u></u>		igned and
WIRGINIA A. WOODARD My Commission Expires Nov. 10, 1982		Y No	tary Public	pdc

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