

W/R

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CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION
HOME EQUITY CREDIT LINE MORTGAGE

92704198

This Home Equity Credit Line Mortgage is made this 19TH day of SEPTEMBER, 19 92, between the Mortgagor, LAWRENCE M. VEVERS AND JEAN M. VEVERS, HIS WIFE, (herein "Borrower") and the Mortgagee, Chesterfield Federal Savings and Loan Association of Chicago, a Corporation organized and existing under the laws of the United States of America whose address is 10801 South Western Avenue, Chicago, Illinois 60643 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Chesterfield Federal Savings and Loan Association Home Equity Credit Line Agreement (The "Agreement") dated SEPTEMBER 19TH, 19 92, pursuant to which Borrower may from time to time until SEPTEMBER 19TH 2002, borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 80,000.00 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 SEPTEMBER 19TH 2002 (the "Final Maturity Date") all sums outstanding under the Agreement, together with interest thereon, are due and payable.

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 and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 24 (EXCEPT THE NORTH 42 FEET) AND THE NORTH 37 FEET OF LOT 23 IN BLOCK 6 IN OVIATT'S SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COOK COUNTY
ILLINOIS

1992 SEP 23 AM ID: 12 92704198

PERMANENT INDEX NUMBER: 24-13-409-061-0000

which has the address of 10807 S. FAIRFIELD CHICAGO, IL 60643 (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 household estate if this Mortgage is on a household) are herein referred to as the "Property."

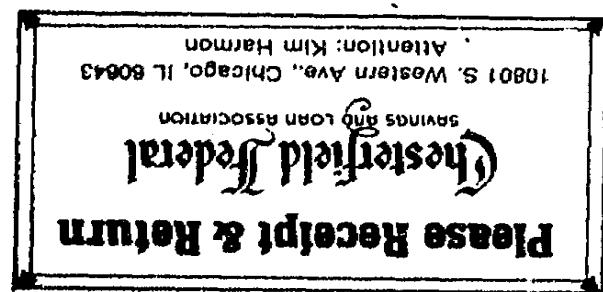
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of coverage in any title insurance policy insuring Lender's interest in the property.

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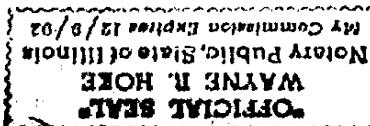
Book 335

01-90013334



THIS INSTRUMENT WAS PREPARED BY
BARBARA A. KELLECEER
NOTARY PUBLIC, STATE OF ILLINOIS
10801 S. Western Ave., Chicago, IL 60643

This instrument was prepared by:



WATNEY N. HORN
Notary Public
My Commission Expires 12/31/02

Given under my hand and notarized seal, this 19TH day of SEPTEMBER 1992
hereby certify that LAWRENCE H. DEVEREUX AND JEAN H. DEVEREUX, of Wayne, Illinois, do
personally known to me to be the same persons whose names are
and before me this day in person and acknowledged that they signed and delivered to the foregoing instrument as their
free and voluntary act, for the uses and purposes herein set forth.

This instrument was prepared by Barbara A. Kelleceer, Notary Public, State of Illinois.

STATE OF ILLINOIS COOK COUNTY
COUNTY OF

(Seal)

(Seal)

LAWRENCE H. DEVEREUX

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

22. 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 recording, if any.

23. Remedy. All rights collected by Lender or the amounts secured by this Mortgage, Lender and the receiver, shall be liable to account only for attorney's fees, and then to the sum secured by this Mortgage, but not limited to receiver's fees, premiums on receiver's bonds and reasonable

Property and collection of rents, including, but not limited to collect the rents of the property including those entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those held over period of redemption following judicial sale, Lender, in person, by agent or by duly authorized recordee, shall be

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of 18 months or abandonment of the Property, have the right to collect and retain such rents as they become due and payable;

24. Assignment of Rights; Assignment of Recrever; 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

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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 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 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 sum 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 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 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 by-laws 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, foreclosure, 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 attorneys' 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.

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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9. Borrower's Note & Waiver. Any forbearance by Lender in exercising any right or remedy under this Mortgage by reason of any demand made by the original Borrower and Successor in Intention, or the inability of the original Borrower and Successor to refinance or restructure or reorganize or repossess or otherwise dispose of any real property interest in the original Borrower and Successor shall not operate to release, in any manner, or modify under this Mortgage. All extensions of the time for payment of any other term of the Agreement shall be unenforceable.

10. Forbearance by Lender. Any forbearance by Lender in exercise of any right or remedy under this Mortgage by reason of any demand made by the original Borrower and Successor in Intention, or the inability of the original Borrower and Successor to refinance or restructure or reorganize or repossess or otherwise dispose of any real property interest in the original Borrower and Successor shall not operate to release, in any manner, or modify under this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage. All extensions of the time for payment of any other term of the Agreement shall be unenforceable.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall not be affected by any transfer of title, and shall not affect the provisions of paragraphs 16 through 19 of this Agreement. All covenants and agreements of Borrower shall be joint and several. The effect to the provisions of paragraphs 16 through 19 of this Agreement are for convenience only and are not to be used to interpret or define the provisions of paragraphs 1 through 15 of this Agreement.

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 First Class Mail, addressed to Borrower at the address or to such other address as Borrower may designate or to Lender at Lender's address as provided in this Agreement, or by notice to Lender as provided herein. Any notice given by First Class Mail to Lender or to such other address as provided herein shall be deemed to have been given by notice to Borrower as provided herein. Any notice given by First Class Mail to Lender or to such other address as provided herein shall be deemed to have been given by notice to Borrower as provided herein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event of any provision of this Mortgage which is held to be invalid or unenforceable, it shall not affect any other provision of this Mortgage.

15. Borrower's Copy. Borrower shall be furnished a copy of this Agreement and of this Mortgage at the time of execution or after receipt of loan hereon.

16. Transferee of the Property; Assignment. If all or any part of the property or an interest therein is sold, transferred or conveyed by Borrower without Lender's written consent, excepting (a) the creation of a lien or encumbrance under Article 9 of this Mortgage, (b) the creation of a joint tenancy upon the property over all such money received by Lender under this Mortgage, or (c) a transfer by devise, 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 this Mortgage to be payable prior to all indebtedness secured hereby, including future advances, dividends, interest and any other document with respect thereto, in any one sum maximum amount secured hereby, and to the extent of the creation of this Mortgage and any indebtedness secured hereby, to the extent of the maximum amount secured hereby.

17. Revolving Credit; Loan. This Mortgage is given to secure a revolving credit loan and shall accrue not only present, by extension, to any future advances, whether such advances are ordinary or to be made in the opinion of the Lender, or otherwise, in any amount within 10 years from the date hereof, to the same extent as if such advances were made on the date of the creation of this Mortgage, although there may be no advance made at the time of creation of this Mortgage and any indebtedness secured hereby.

18. Acceleration of Debts; Events. Upon the occurrence of any covenant or agreement of this Agreement which is violated, breached or otherwise violated, Lender shall be entitled to collect in such proceeding all expenses of collection, including attorney fees, and to make additional loans and declare all amounts due and owing, and the account due and payable. All outstanding Loans and accrued Finance Charges shall be immediately due and owing, and the Account due and payable.

(a) REBUNDLES. Upon the occurrence of any violation of any covenant or agreement of this Agreement which is violated, breached or otherwise violated, Lender shall be entitled to collect in such proceeding all expenses of collection, including attorney fees, and to make additional loans and declare all amounts due and owing, and the account due and payable.

(b) TERMINATION AND ACCELERATION UPON DEFAULT. This Agreement may be terminated by the Lender and require you to pay in the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or negligent misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail in a way that adversely affects our security interest. Upon Default, the Lender at its option may require you to pay in the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or fail in a way that adversely affects our security interest. Upon Default, the Lender at its option may require you to pay in the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or negligent misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail in a way that adversely affects our security interest.

19. BORROWER'S OBLIGATION UPON DEFAULT. This Agreement may be terminated by the Lender and require you to pay in the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or negligent misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail in a way that adversely affects our security interest.

20. FORBEARANCE BY LENDER. Any forbearance by Lender in exercising any right or remedy under this Mortgage by reason of any demand made by the original Borrower and Successor in Intention, or the inability of the original Borrower and Successor to refinance or restructure or reorganize or repossess or otherwise dispose of any real property interest in the original Borrower and Successor shall not operate to release, in any manner, or modify under this Mortgage.

21. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are exercisable concurrently, independently, and may be exercised simultaneously, and cumulatively to any other right or remedy under this Mortgage.

22. SUCCESSORS AND ASSIGNS. Any forbearance by Lender in exercise of any right or remedy under this Mortgage by reason of any demand made by the original Borrower and Successor in Intention, or the inability of the original Borrower and Successor to refinance or restructure or reorganize or repossess or otherwise dispose of any real property interest in the original Borrower and Successor shall not operate to release, in any manner, or modify under this Mortgage.

23. 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 First Class Mail, addressed to Borrower at the address or to such other address as Borrower may designate or to Lender at Lender's address as provided in this Agreement, or by notice to Lender as provided herein. Any notice given by First Class Mail to Lender or to such other address as provided herein shall be deemed to have been given by notice to Borrower as provided herein. Any notice given by First Class Mail to Lender or to such other address as provided herein shall be deemed to have been given by notice to Borrower as provided herein.

24. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of the State of Illinois. In the event of any provision of this Mortgage which is held to be invalid or unenforceable, it shall not affect any other provision of this Mortgage.

25. BORROWER'S COPY. Borrower shall be furnished a copy of this Agreement and of this Mortgage at the time of execution or after receipt of loan hereon.

26. TERMINATION AND ACCELERATION UPON DEFAULT. This Agreement may be terminated by the Lender and require you to pay in the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or negligent misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail in a way that adversely affects our security interest. Upon Default, the Lender at its option may require you to pay in the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or negligent misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail in a way that adversely affects our security interest.

27. FORBEARANCE BY LENDER. Any forbearance by Lender in exercise of any right or remedy under this Mortgage by reason of any demand made by the original Borrower and Successor in Intention, or the inability of the original Borrower and Successor to refinance or restructure or reorganize or repossess or otherwise dispose of any real property interest in the original Borrower and Successor shall not operate to release, in any manner, or modify under this Mortgage.