

92001416

HOME LINE CREDIT MORTGAGE
HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION

This Home Line Credit Mortgage is made this 20th day of December, 1991, between the Mortgagee, Robert Tschurtz married to Brigitte Tschurtz (herein "Borrower"), and the Mortgagee, HARRIS BANK BARRINGTON, N.A. whose address is 201 South Grove Avenue, Barrington, Illinois 60010 (herein "Lender")

WHEREAS, Borrower and Lender have entered into a HARRIS BANK BARRINGTON Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated December 20, 1991, pursuant to which Borrower may from time to time borrow from Lender sums, which shall not in the aggregate outstanding principal balance exceed \$ 100,000.00. The "Maximum Credit" plus interest thereon on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After December 20, 1996 (the "Expiration Date") all sums outstanding under the Agreement may be declared due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by December 20, 1996 (the "Final Maturity 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 and convey to lender the following described property located in the County of Cook, State of Illinois:

Lot 3 in Sara Lane Subdivision, being a Subdivision of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 12, Township 42 North, Range 9 East of the Third Principal meridian, in the Village of Barrington Hills, Cook County, Illinois.

Easement for Private Road Known as Sara Lane as Shown on Plat of Subdivision of Sara Lane Subdivision Recorded April 30, 1981 as Document Number 25855690, and As Created by Deed From First Bank and Trust Company, Palatine, Illinois, As Trustee under Trust Agreement Dated January 1, 1979 and Known as Trust Number 10-1004 to Robert Tschurtz recorded October 30, 1981 as Document 26043871, all in Cook County, Illinois.

DEPT-01 RECORDINGS \$27.00
T#1111 TRAN 2660 01/02/92 13:03:00
\$585 + A \* 92-001416
COOK COUNTY RECORDER

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which has the address of 3 Sara Lane, Barrington, IL 60010 (herein "Property Address")

Property Index Number 01-12-100-023-0000

2700

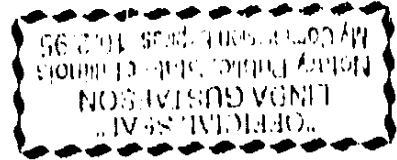
TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including 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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

# UNOFFICIAL COPY

BFC Form No 148047  
11 89

201 So Grove Avenue  
Barrington, Illinois 60010

This instrument prepared by  
Linda Gustafson - Consumer Loan Secretary



Harris Bank Barrington, N.A.  
Attn: Mark Freeman  
201 S. Grove Avenue  
Barrington, IL 60010

Linda Gustafson

Notary Public

My Commission Expires 10/2/95

*[Signature]*

Given under my hand and notarial seal this 20th day of December 19 91

free and voluntary act, for the uses and purposes therein set forth

this

day in person and acknowledged that

same person (or whose name is) is

and county and state do hereby certify that Robert Tschurtz married to Brigitte Tschurtz

a Notary Public in and for

Linda Gustafson

STATE OF ILLINOIS

COUNTY OF Cook

} SS

Type or Print Name  
Borrower

Type or Print Name  
Borrower

Robert Tschurtz

*[Signature]*

IN WITNESS WHEREOF, Borrower has executed this Mortgage

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**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 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 of 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. 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 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. Borrowers 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, unless and until pursuant to the Agreement such loan is converted to an installment 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 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) at any one time outstanding shall not exceed one hundred fifty percent 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 statutory liens, accepting 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 availability 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 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 creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to 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.

**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 17 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 17 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, 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.

**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.

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**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 any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges on the amount of the advance, then to the principal amount of the advance, then to the principal amount of any other indebtedness incurred by Borrower under the Agreement.

**3 Charges, Fees.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fees and impositions attributable to the property which are assessed or levied against the property or any part thereof, including but not limited to property taxes, mortgage taxes, recording fees, transfer taxes, and any other taxes, fees and charges which are assessed or levied against 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, theft, windstorm, hail, lightning, explosion, riot, civil commotion, strike, sabotage, terrorism, and such other perils as Lender may require and in such amounts and for such periods as Lender may require. Borrower shall not reduce the amount of such coverage or the amount of coverage required to pay the cost of replacement of the improvements or the cost of repair of the Property or any part thereof.

**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 the 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 governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development rider is provided by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall be a part of the Mortgage. 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, insolvency, code enforcement, or arrangements involving a bankruptcy or deed-in-lieu, 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.

Any amounts disbursed by Lender pursuant to this paragraph 5, 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 5 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 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 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.

## COVENANTS, Borrower and Lender covenant and agree as follows:

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