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EQUITY LINE OF CREDIT MORTGAGE

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This Equity Line of Credit Mortgage is made this 6 day of January 19 92 between the Mortgagee,

DENNIS J. PYTEL AND BARBARA A. PYTEL, HIS WIFE IN JOINT TENANCY

(herein "Borrower"), and the Mortgagee, LaSalle National Bank, a national banking association whose address is 120 South LaSalle Street, Chicago, Illinois 60603 (herein "Lender")

WHEREAS, Borrower and Lender have entered into an Equity Line of Credit Agreement as amended or modified (the "Agreement") dated

January 6, 19 92, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the

aggregate outstanding principal balance exceed \$ 50,000.00, plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below therein ("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, all revolving loans outstanding under the Agreement on or after

January 6, 19 99, together with interests thereon, may be declared due and payable on

on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by January

6, 20 12 (the "Final Maturity Date")

To Secure to Lender the repayment of the Loans made pursuant to the Agreement, renewals, and refinancings thereof, 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

SEE ATTACHED
PIN # 02-01-316-007

LOT 185 IN PINEHURST MANOR UNIT NO. 2, BEING A SUBDIVISION IN SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 928 ASTER LANE, PALATINE ILLINOIS, 60074 (herein "Property Address")

Together with all the improvements now or hereafter existing on the property, and all easements, rights, appurtenances, rents, royalties, mineral 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 hereby conveyed to us by 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, jointly, 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.

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 provides otherwise, all payments required by Lender under the Agreement and paragraph 1 hereof made shall be applied by Lender first in payment of any advances in arrears by Lender pursuant to this Mortgage, then to interest, fees and charges payable 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 attributable to the Property which may attain a priority over this Mortgage, and seasonal 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 promptly respond to Lender's requests for such payments, including 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 foreclosure of the property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or to be thereafter created on the Property insured against loss by fire, hazards included with 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 such premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss and make payment, if any, 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 sums 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 or against benefit of Lender, Lender shall direct 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 constitute a tender or satisfaction of any payments due under the Agreement, or a change in the amount of such payment, if under paragraph 17 Lender the Property is acquired by Lender, all right, title and interest of Borrower in, and to any insurance policies and proceeds by the provisions of this paragraph resulting from a mortgage to the Property prior to the sale or 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 of this Mortgage is on a leasehold. If this Mortgage is on a leasehold, 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 bylaws and regulations of the condominium or planned unit development, and constituent documents, if any, of such condominium or planned unit development, and shall comply with the Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage, as if the order 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 that of either by any person claiming the right by or on behalf of a prior mortgagee, eminent domain, insolvency, credit enforcement, or arrangements or proceedings involving a bankruptcy or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, discharge such sums and take other actions as may be necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees, and entry upon the Property to make repairs.

Any amount disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall be an additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other forms 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 all outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action to make such

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.

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8. **Condemnation.** The proceeds of any condemnation or eminent domain proceeding for the taking of the Property or part thereof or for the taking of any right or interest in the Property shall be applied to the debt secured by this Mortgage with the maximum amount 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 for the betterment and for damages Borrower fails to respond to Lender within 30 days after the date of the offer, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the debt 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.

9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or the 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 or any successors in interest. Lender shall not be required to commence proceedings against such successors or to extend the time for payment or otherwise modify any term of the Agreement or the 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 to exercise 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 provision of a forbearance 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 debt 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 and 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. Any covenants and agreements of Borrower shall be operative even if 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, 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 (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 inactivate the 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 conformed copy of the Agreement and this Mortgage at the time of execution or after recording hereof.

16. **Revolving Credit Loan.** The Mortgage is given to secure a revolving credit loan and other indebtedness presently by stop indebtedness under the Agreement but also future advances, including such advances as may be made at the option of the lender of the amount of the advances to be made with no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby at the time of recording hereof, the lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of recording 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 include a one-time advance from time to time but the total unpaid balance of indebtedness secured hereby, including adjustments, shall not exceed the amount of the Mortgage. The Agreement or any other document with respect thereto or any other outstanding indebtedness secured hereby shall be subject to a maximum amount of \$50,000.00. This interest therein and any other payments made for payment of the indebtedness secured hereby shall be subject to the interest rate of the indebtedness (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). The Mortgage shall be valid and enforceable over all subsequent liens and encumbrances, including statutory liens, excepting such 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, terminate all loans owed to Borrower to Lender under the Agreement and secured by this Mortgage and pay and pay to the lender of the Mortgage to Borrower, and terminate all loans owed to Lender under the Agreement and secured by this Mortgage. If Borrower is in default under the Mortgage, Lender may, at its option, terminate the availability of loans secured by this Mortgage or any right of the Lender in the Property, and may, at its option, take any action to enforce the Mortgage, including application or statement furnished by Borrower to the Lender is found to be materially false. The Lender reserves the right to be adversely affected in all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's consent, including the creation of a lien or encumbrance subordinate to the Mortgage (the Borrower fails to comply with any covenant or agreement in the Mortgage or the Agreement). If it becomes necessary to foreclose the Mortgage by judicial proceeding, Lender shall be entitled to recover its costs and unpaid expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of collection, including, but not limited to, attorney's fees and the report.

18. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As soon as it is notified that Borrower has assigned or assigned 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 a period of ten days following judicial sale, Lender or person by agent or by judicially appointed receiver shall enter into possession of the Property, take possession of the Property and to collect the rents of the Property including those due and payable to the lender of the Mortgage, and to collect the proceeds of the sale of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on 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 the rents which are received.

19. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release the Mortgage with no cost to Borrower. Lender shall pay all costs of recording, 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.

Dennis J. Pytel
DENNIS J. PYTEL

Borrower

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Barbara A. Pytel
BARBARA A. PYTEL

Borrower

State of Illinois }
County } ss

THE UNDERSIGNED

DENNIS J. PYTEL AND BARBARA A. PYTEL

to be the same persons) whose names ARE subscribed to the foregoing instrument appeared before me this day of January 1992 and acknowledged to me that they signed and delivered the said instrument as THEIR free and voluntary act and deed.

Given under my hand and notarial seal this 7th day of January 1992.



DeLois Davidson
DeLois Davidson

(SEAL)
My Commission Expires

The Instrument Prepared By
LaSalle National Bank
131 South LaSalle Street
Chicago, Illinois 60603

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Box 350