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This New Equity Line of Credit Agreement is made this 10th day of January, 1988, between the Borrower, Capital Financial Services, Inc., and the Lender, Wells Fargo Bank, N.A.

CONFIDENTIAL - ATTACHED

WHEREAS, Borrower and Lender have entered into a certain dated January 1, 1985, for the purpose of defining the rights and obligations of the parties hereto in connection with the making by Lender of a certain sum of money to Borrower, and the payment of such amount by Borrower to Lender; and

To SICER to render the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other fees, with interest thereon, advanced, or otherwise required to protect the security of its interests, and the performance of the covenants and agreements of Borrower made herein and in the Agreement, Borrower does hereby agree, grant, warrant, and convey to Lender the following described property located in _____ County of _____ State of _____, Illinois:

Lot 17 in Block 3 in A.M. Hill and Company's Boulevard Addition to Irving Park, a Subdivision of the Part 4 of the West 4 of the South East 4 of Section 14, Township 40 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

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Permanent Ins. Coverage: 10-14-51-00
which has an interest of Land & Residential Building, Illinois
Respective Addressees:

Borrower covenants that: Borrower will convey the Property, and will Borrower will warrant and defend generally the title to the Property, as was and shall be demanded, subject to any rights, legal, and equitable, easements or restrictions as is listed. The schedule of except and no coverage is a title insurance policy issued by [Title Company] in its interest in the Property.

Estimator and Lender agreement and agrees to follow

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal 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. To the extent possible, all payments made by Borrower under this Agreement will be applied first to the payment of interest and then to the payment of principal.

24. **Administration of Payments.** In the event that the Company or any other party, as payment therefor, makes payment under the Agreement and paragraph 1 hereof shall be accounted by the Company first in payment of his fees and charges payable pursuant to the Agreement, then to any advance made by him pursuant to the Agreement, then to interest, payable pursuant to the Agreement, and then to the principal amount outstanding under the Agreement.

The insurance carrier providing the coverage shall be subject to inspection by Underwriters, provided, that

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 covering all and future Advances held by Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal or cancellation certificates of all premiums. In the event of loss, Advances shall give prompt notice to the insurance carrier and, if requested, shall provide evidence of loss.

1.1.2. Landlord shall give prompt notice to the Insurance carrier and Agent, and to any other party involved if he or she is forced to terminate.

1.1.3. Landlord and Tenant agree that in the event of a insurance proceeding which is intended to terminate or impair the Property, Landlord, prior to such termination or impairment, shall give the Agent and the Insurer notice that this Paragraph is not thereby impaired. Such notice shall be given as soon as possible after the occurrence of the event which would cause this Paragraph to be impaired, the insurance proceeding shall be so delayed as to the time required by the Insurer to make the necessary arrangements to terminate the coverage. In the event that the Agent or the Insurer fails to respond to the notice within 30 days of the date notice is mailed by Landlord to Purchaser, then the Insurance carrier and/or its agent, will receive a copy of the notice and will be authorized to collect and receive the insurance premium payments, until further notice to Purchaser.

Unless Lender and Borrower otherwise agree in writing, any sum advanced or prepaid by Lender shall not extend the postdate of any payment due under the Agreement, or change the amount of such payment, if Lender purchases the interest of the Property by Lender, and Lender, the Lender and Borrower in and to any rights, title, title and interest in the proceeds thereof resulting from damage to the Property prior to the sale or disposition of the Property, or if the sum secured by this Mortgage immediately prior to such sale or disposition.

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5. Preservation and Maintenance of Property. Landlord, lessees, lessees' assigns and successors shall keep the Property in good repair and shall not leave waste or debris on the Property or do anything which would interfere with the preservation of any leasehold interest in the Property by any lessee. If the Mortgagee has any interest in the Property, the lessees, lessees' assigns and successors shall not do anything which would interfere with the planned unit development. Lessees shall perform all obligations imposed upon them by the documents governing the covenants in a planned unit development, the by-laws and regulations of the corporation or planned unit development, and constituent documents. If a constituent or planned unit development is created by lessees and incorporated together with this Mortgage, the covenants and agreements of such under the law incorporated shall bind lessees and shall supersede the covenants and agreements of this Mortgage as far as the incorporated area is concerned.

6. Protection of Lenders' Interests. If Borrower fails to perform the covenants and agreements contained in this Agreement, or if any act or omission proceeding is commenced which threatens Lender's interest in the Property, the Lenders, and/or, if not limited to, any proceeding brought by or on behalf of a party to this Agreement, without giving notice, may enter into such arrangements or proceedings involving a continuation of operations, such lender's interest in Lender's portion of the Property shall not be affected, nor shall any appearance, disclosure, such sum and time such action as may be necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney fees and costs, give the Property to have repaired.

Any amounts disbursed by Union pursuant to this paragraph for the benefit of Borrower secured by this Note shall be deducted from the principal amount of the Note prior to the payment of interest on the Note.

provided that under such notice period the lessee may make arrangements to pay all amounts due thereon.

3. Condemnation. The proceeds of any award in case of damages, direct or indirect, as a result of any action taken by the lessee or other party to the Property, or part thereof, or for convenience in the use of the Property, may be recovered and paid shall be paid to lessor. In the event of a condemnation proceeding against the Property, the proceeds shall be held in trust by this lessor, with the lessor, if any, as co-trustee.

Unless Lender and Borrower otherwise agree in writing, the cash application of proceeds to be received shall not extend past the due date of any payment due under the Agreement or earlier than the date of a draw.

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