

ILLINOIS
BETTER HOME EQUITY
REVOLVING CREDIT MORTGAGE
(Securing Future Advances)

First American Title Order # C 45826 of 1 mm

THIS MORTGAGE is made on January 17, 1992X. The mortgagor is JANET MOEHLE, SINGLE FEMALE NEVER BEFORE MARRIED. DEPT-01 RECORDING \$29.50

14444 TRAN 1308 01/24/92 15:29:00
#0330 # 13 #-02-048552
COOK COUNTY RECORDER

This Security Instrument is given to Maryland National Bank, which is a national bank organized and existing under the laws of the United States, and whose address is 7178 Columbia Gateway Drive, Columbia, Maryland 21046, Attn: Credit Department. In this Mortgage, the terms "you," "your" and "yours" refer to the Borrower(s). The terms "we," "us" and "our" refer to Maryland National Bank.

Pursuant to a Revolving Line of Credit Promissory Note dated the same date as this Security Instrument, you may incur indebtedness in amounts fluctuating from time to time up to the principal sum of FORTY THOUSAND AND NO/100--- Dollars (U.S. \$ 40,000.00) ("Note") which Note provides for the full debt, if not paid earlier, to be due and payable on January 17, 2032X. You agree that this Security Instrument shall continue to secure all sums now or hereafter advanced under the terms of the Note including, without limitation, such sums that are advanced by you whether or not at the time the sums are advanced there is any principal sum outstanding under the Note. The maximum principal amount of indebtedness secured by this Security Instrument is \$ 40,000.00.

This Security Instrument secures to us: (a) the repayment of the debt evidenced by the Note, with interests, and all renewals, extensions and modifications, the provisions of the Note being incorporated herein by reference; (b) the payment of all other sums, with interest, advanced under this Security Instrument to protect the security of this Security Instrument; (c) the performance of your covenants and agreements under this Security Instrument and the Note; and (d) all other sums recoverable by us and all your other obligations under the provisions of the Note, Security Instrument and any and all other documents other than this Security Instrument and the Note, now or hereafter executed by you and/or others, which wholly or partially secure the Note. For this purpose and in consideration of the debt, you do hereby mortgage, grant and convey to us and our successors and assigns the property located in COOK County, Illinois and more fully described in Exhibit A, which is attached hereto and made a part hereof, which property is more commonly known as LOT 36 1414 Wesley Avenue (Street), EVANSTON (City), Illinois 60201 (Zip Code) ("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 stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

YOU COVENANT that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charges.** You shall pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.
2. **Funds for Taxes and Insurance.** At our request you shall begin making monthly payments into an escrow account for the payment of yearly taxes, assessments, insurance and other yearly charges imposed upon the Property.
3. **Application of Payments.** All payments we receive under paragraph 1 shall be applied as provided in the Note.
4. **Prior Security Instruments; Charges; Liens.** You shall perform all of your obligations under any mortgage, deed of trust or other security instrument with a lien which has priority over this Security Instrument, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument or any advance under this Security Instrument, and leasehold payments or ground rents, if any. You shall pay these obligations as provided in paragraph 2, or if not paid in that manner, you shall pay them on time directly to the person owed payment. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph. Upon our request, you shall promptly furnish to us receipts evidencing payments you make directly.

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You shall promptly discharge any lien (other than a Permitted Encumbrance) which has priority over this Security Instrument or any advance under this Security Instrument unless you: (a) agree in writing to pay the obligation secured by the lien in a manner acceptable to us; (b) contest in good faith the lien by, or defend against enforcement of the lien in, legal proceedings which in your opinion operate to prevent enforcement of the lien or forfeiture of any part of the Property; or (c) secure from holder of the lien an agreement satisfactory to us subordinating the lien to this Security Instrument. If we determine that any part of the Property is subject to a lien other than a Permitted Encumbrance which may attain priority over this Security Instrument or any advance under this Security Instrument, we may give you notice identifying the lien. You shall satisfy the lien or take one or more of the above actions within 10 days of the giving of notice.

5. Hazard Insurance. You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose the insurer.

Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. We shall have the right to hold the policies and renewals. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. You shall promptly notify us and the insurer of any loss. We may make proof of loss if you do not promptly do so.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Security Instrument, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days of notice from us that the insurer has offered to settle a claim, then we may collect and 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 notice is given.

Any application of proceeds to principal shall not require us to extend or postpone the due date or change the amount of monthly payments referred to in paragraphs 1 and 2. If we acquire the Property at a sale pursuant to paragraph 17, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Security Instrument is on a leasehold, you shall comply with the lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless you agree to the merger in writing.

7. Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Security Instrument or any advance under this Security Instrument, appearing in court, paying reasonable attorneys' fees, paying any sums which you are required to pay under this Security Instrument and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this paragraph. Any amounts we pay under this paragraph shall become your additional debt secured by this Security Instrument. These amounts shall bear interest from the disbursement date at the Note rate and shall be payable, with interest, upon our request.

If we required mortgage insurance as a condition of making the loan secured by this Security Instrument, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

8. Inspection. We may inspect the Property at any reasonable time and upon reasonable notice.

9. Condemnation. The proceeds of any award 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 us.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. In the event of a partial taking of the Property, 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 you.

If you abandon the Property, or fail to respond to us within 30 days after the date a notice is given by us to you that the condemnor offers to make an award or settle a claim for damages, we may collect and apply the proceeds, at our option, either to restore or repair the Property or to the sums secured by this Security Instrument, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Our Forbearance Not a Waiver. Extension of time for payment or modification of amortization of the sums secured by this Security Instrument granted by us to any successor in interest of yours shall not operate to release the liability of you or your successors in interest. We shall not be required to commence proceedings against any successor in interest, 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 you or your successors in interest. Our forbearance in exercising any right or remedy shall not waive or preclude the exercise of any right or remedy.

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11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit your successors and assigns, subject to paragraph 16. Your covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property; (b) is not personally obligated to pay the Note, but is obligated to pay all other sums secured by this Security Instrument; and (c) agrees that we and any other Borrower may agree to extend, modify, forbear or make any accommodations regarding the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan 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 collected from you which exceeded permitted limits will be refunded to you. We may make this refund by reducing the principal owed under the Note or by making a direct payment to you.

13. **Notices.** Unless otherwise required by law, any notice to you provided for in this Security Instrument shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us. Unless otherwise required by law, any notice to us shall be given by first class mail to our address stated above or any other address we designate by notice to you.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and, except as preempted by federal law, by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** You shall be given one copy of the Note and of this Security Instrument.

16. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Security Instrument.

If we exercise this option, we shall notify you of our action. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which you must pay all sums secured by this Security Instrument. If you fail to pay those sums within such period, we may invoke any remedies permitted by this Security Instrument without further notice to or demand on you.

17. **Acceleration; Remedies.** Except as provided in paragraph 16, if (1) any payment is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation; or (3) you take any action or fail to take any action that adversely affects your security in the Note or any right we have in the Property, we shall give you notice specifying: (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, 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 foreclosure. If the default is not cured within the period specified in the notice, we at our option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. We shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. **Lender in Possession.** Upon acceleration under paragraph 17, abandonment or vacating of the Property and at any time prior to the expiration of any period of redemption following judicial sale, we (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 us 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 Security Instrument. Nothing herein contained shall be construed as constituting us a "mortgagee in possession," unless we shall have entered into and shall remain in actual possession of the Property.

19. **Release.** After payment of all sums secured by this Security Instrument and upon your written request, we shall release this Security Instrument without further charge to you.

20. **Waiver of Homestead.** You waive all right of homestead exemption in the Property.

21. **Riders to this Security Instrument.** If one or more riders are executed by you and recorded together with this Security Instrument, the covenants and agreements of each 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 part of this Security Instrument.

Condominium Rider

2-4 Family Rider

Planned Unit Development Rider

Other(s) (specify)

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Exhibit A

LOT 36 IN COSGROVE'S SUBDIVISION OF LOTS 5, 6, 7, 8, 9 AND 10 IN BLOCK 58 IN EVANSTON IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 10-13-423-019



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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, you have executed this Security Instrument.

Shelly Bogunak
Witness

Witness

Janet Moehle

JANET MOEHLE (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS, COOK County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JANET MOEHLE, A SINGLE FEMALE NEVER BEFORE MARRIED

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17TH day of JANUARY 1992 .

My Commission Expires: 06/17/95

Shelly Bogunak

Notary Public

Dep. by and

RETURN TO: MARYLAND NATIONAL BANK, M/S 090157
P.O. BOX 17068, BALTIMORE, MD 21203

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