

UNOFFICIAL COPY

Loan No.
0181011398

This instrument was prepared by: **Barbara Wallace**

NORWOOD FEDERAL SAVINGS BANK
5813 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60646
DIVISION OF DEERFIELD FEDERAL SAVINGS

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92990767

**EQUITY LINE OF CREDIT
VARIABLE INTEREST RATE MORTGAGE**

THIS MORTGAGE is made this 31st day of January, 1992, between
John N. Wulff and Susan F. Wulff, his wife,

(hereinafter the "Mortgagor") and NORWOOD FEDERAL SAVINGS BANK, a corporation organized and existing under the laws of the United States of America, whose address is 5813 North Milwaukee Avenue, Chicago, Illinois 60646 (hereinafter the "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **EIGHTY EIGHT THOUSAND** and **no/100******* (\$88,000.00**) Dollars ("Maximum Amount") or so much of that sum as may be advanced pursuant to the obligation of Mortgagee (whichever is less), as evidenced by a Promissory Note of the Mortgagor dated **January 31, 1992**, (the "Note") (the terms and provisions of which are incorporated by reference herein), providing monthly payments of principal and of interest and with the balance of the indebtedness if not sooner paid due and payable on **January 1, 1997**, as fully set forth in the Note.

To secure to Mortgagor the repayment of the indebtedness evidenced by the Note, including, but not limited to
obligatory future advances ("Future Advances") as described herein, the payment of all other sums, with interest thereon,
advanced in accordance herewith to protect the security of the Mortgage and the performance of the covenants and agreements
of Mortgagor herein contained, Mortgagor does hereby mortgage grant and convey to Mortgaggee the property commonly
known as 304 King Lane . . . Des Plaines, Illinois 60216-5908 and legally
described as:

Lot 16 in Block 9, in Waycindien Park, being a Subdivision in the North 1/2 of Section 24, Township 41 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, on October 10, 1957, as Document No. 177326 and re-registered December 10, 1957, as Document No. 177365, in Cook County, Illinois.

PTN: 08-24-202-021

DEPT-01 RECORDING \$27.50
742222 TRAN 7789 02/13/92 10:55:00
19749 4 B *--92-090767
COKE COUNTY RECORDER

Together with all the improvements now or hereafter erected on the property and all easements, rights appurtenances and rents, all of which 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 the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

Mortgagor covenants that Mortgagor is the legal owner of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands.

Future Advances. The holder of the Note secured by this Mortgage is obligated to make advances of principal as requested from time to time for a period of **five** years from the date of the Note, unless the amount requested when added to the then outstanding principal balance would exceed the Maximum Amount, or there shall then exist a default under the terms of the Note or this Mortgage, or there shall then exist a federal, state, or local statute, law, or ordinance, or a decision by any tribunal which in the reasonable opinion of any holder of the Note adversely affects the priority or validity of the Note or this Mortgage, or the Mortgagor shall no longer own the Property, or the Mortgagor or any guarantor of the Note is involved in bankruptcy or insolvency proceedings. At no time shall the principal amount of the indebtedness secured by this Mortgage, including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the Maximum Amount. All said advances up to the Maximum Amount shall have priority over all other liens or encumbrances on the Property as if said Future Advances were made on the date of this Mortgage first above written.

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Mortagor and Mortgagee covenant and agree as follows:

1. Payment of Principal and Interest. Mortagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late and other applicable charges as provided in the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortagor under Paragraph 7 hereof, then to interest payable on the Note, and then to the principal of the Note.

3. Charges; Liens. Borrower shall pay 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, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; 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 the lien or forfeiture of the Property or any part thereof.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Mortagor shall perform all of Mortagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortagor's covenants to make payments when due. Mortagor 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.

5. Hazard Insurance. Mortagor 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 Mortgagee may require and in such amounts and for such periods as Mortgagee may require.

The insurance carrier providing the insurance shall be chosen by Mortagor subject to approval by Mortgagee; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortagor.

Unless Mortgagee and Mortagor 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 or if 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 Mortgagee. If the Property is abandoned by Mortagor, or if Mortagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortagor otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the periodic payment referred to in Paragraph 1 hereof or change the amount of such payments. If under Paragraph 18 hereof the Property is acquired by Mortgagee, all right, title and interest of Mortagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sum secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortagor 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, Mortagor shall perform all of Mortagor'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. In 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.

7. Protection of Mortgagee's Security. If Mortagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, upon notice to Mortagor, may make such appearance, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest. If Mortgagee requires mortgage insurance as a condition of making the loan secured by this Mortgage, Mortagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortagor's and Mortgagee's written agreement or applicable law.

Mortagor shall faithfully and fully comply with and abide by every term, covenant and condition of any superior mortgage or mortgages presently encumbering the Property. A default or delinquency under any superior mortgage or mortgages shall automatically and immediately constitute a default under this Mortgage. Mortgagee is expressly authorized at its option to advance all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums so advanced, together with interest shall be subject to the provisions of this Paragraph 7 of this Mortgage. Mortagor agrees not to make any agreement with the holder of any superior mortgage that in any way shall modify, change, alter or extend any of the terms or conditions of that superior mortgage nor shall Mortagor request or accept any future advances under that superior mortgage, without the express written consent of Mortgagee.

Any amounts disbursed by Mortgagee pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Mortagor secured by this Mortgage. Unless Mortagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.

8. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

9. 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 Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagee. In the event of a partial taking of the Property, unless Mortgagee and Mortagor otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking with the balance of the proceeds paid to Mortgagee.

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Upon acceleration under Paragraph 18 hereof or in possession or to have a Receiver appointed by a court to collect the rents collected by the Receiver in possession, take possession of and manage the property and to collect the rents of the Property including those past due. All rents collected by the Receiver shall be applied first to paymenet 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 attorney fees, and then to the sums secured by this Agreement.

161. Assignment of the rents of the Property; Application of rents; Abandonment of the Property; Right to collect rents such as they become due after a leaseable period prior to acceleration under Paragraph 16 of the Agreement.

18. **Acceleration; Remedies.** Upon notice given default in the performance of any covenant or agreement of this instrument, the creditor may sue for payment of the same in any court of competent jurisdiction, and if judgment is recovered, the creditor may collect the same by process of attachment, garnishment, or otherwise, and may have all expenses incurred by reason of such default, includ- ing attorney's fees and costs of documentation and other expenses.

17. Transfer of the Property. If all or part of the Property or an interest therein is sold or transferred by a Joint Venture without Mortgagor's prior written consent, excluding (a), (c), (e), (f) or (g), retention of a lien or claim for unpaid labor or services performed by the Joint Venture or by the transferee in whole or in part, by the proceeds of the sale, or an hereby secured

16. **Rehabilitation team**. Above all, a long-term, interdisciplinary team shall fulfill all of the requirements of rehabilitation.

14. Governing Law: Governing jurisdiction in which the property is located. The governing jurisdiction shall limit the applicability of federal law to this jurisdiction and local laws applicable to this property is located. The governing jurisdiction shall not limit the applicability of state and local laws applicable to the laws of the state in which the property is located.

15. Attorney's Copy: All attorney shall be furnished a copy of this Note and of this Note at the time of execution or after recordation thereof.

13. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Molongate or its agents shall be given by delivery in person or by mailing such notice by certified mail address as set forth above to Molongate's principal place of business at 1000 Northgate Drive, Suite 100, San Jose, California 95134; (b) any notice to Molongate's officers, directors, employees, agents, or stockholders shall be given by delivery to them at their addresses as set forth above; (c) any notice to Molongate's customers shall be given by delivery to them at their addresses as set forth above; (d) any notice to Molongate's suppliers shall be given by delivery to them at their addresses as set forth above; (e) any notice to Molongate's service providers shall be given by delivery to them at their addresses as set forth above; (f) any notice to Molongate's shareholders shall be given by delivery to them at their addresses as set forth above; (g) any notice to Molongate's successors and assigns shall be given by delivery to them at their addresses as set forth above; (h) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (i) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (j) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (k) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (l) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (m) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (n) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (o) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (p) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (q) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (r) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (s) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (t) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (u) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (v) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (w) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (x) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above; (y) any notice to Molongate's assigns, transferees, or successors shall be given by delivery to them at their addresses as set forth above; (z) any notice to Molongate's heirs, executors, administrators, or beneficiaries shall be given by delivery to them at their addresses as set forth above.

11. Remedies Cumulative. All remedies provided in this Agreement are cumulative; so any other remedy or remedy under this Agreement or otherwise available to law or equity, and may be exercised cumulatively, independently or successively.

12. Successors and Assigns. Joint and Several Liability: **No Signatures.** The co-venturers and successors herein combined shall bind, and the rights hereunder shall inure to their respective successors and assigns of this Agreement, and severally, and to the providers of Paragraph 17 hereof. All co-venturers and successors of this Agreement shall be joint and severally liable for all obligations of Paragraph 17 hereof. All co-venturers and successors of this Agreement shall be liable for all obligations of Paragraph 17 hereof.