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Loan No.
0181011520

This instrument was prepared by: Barbara Wallace

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

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

THIS MORTGAGE is made this 17th day of March, 1992, between Elaine M. Berlak, as Trustee under "Berlak Loving Trust", dated February 19, 1990 (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 TEN THOUSAND and no/100**
*****(\$10,000.00**) Dollars ("Maximum Amount") or so much of that sum as may be advanced pursuant to the obligation of Mortgagor (whichever is less), as evidenced by a Promissory Note of the Mortgagor dated March 1, 1992, (the "Note") (the terms and provisions of which are incorporated by reference herein), providing monthly payments of principal and/or interest and with the balance of the indebtedness if not sooner paid due and payable on March 1, 1997, as fully set forth in the Note.

To secure to Mortgagee 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 this Mortgage and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage grant and convey to Mortgagee the property commonly known as 5736 North Moline Avenue, Chicago, Illinois 60646, and legally described as:

Lot 8 in Block 4 in A. T. Mc Intosh's Bryn Mawr Avenue Addition to Chicago a Subdivision of Lots 1 and 2 (except the East 46.83 feet of said Lot 1) in Circuit Court Partition of Lots 13, 14 and 15 in County Clerk's Division of the South 1/2 and the North East 1/4 of the South West 1/4 of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PTN: 13-05-318-D18

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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 (.5) 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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Property of Cook County Clerk's Office

STATE OF ILLINOIS, *Elatine M. Berlak*, *Trustee*, *under "Berlak Living Trust"*, dated 2-19-90,
do hereby certify that *Elatine M. Berlak*, as *Trustee*, *under "Berlak Living Trust"*,
is personally known to me to be the same person(s) whose name(s) is
subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he
signed and delivered the said instrument as *hereby* free and voluntary act, for the uses and purposes herein
set forth.

Given under my hand and seal official seal this 17th day of March 1992.

Barbara Wallace
Normwood Federal Savings Bank
Division of Deposit Federal Savings
5813 N. Milwaukee Avenue
Chicago, IL 60646

THIS INSTRUMENT PREPARED BY:
CHRIE M. FIORITO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 1993
Official Seal

1992

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By: *Elatine M. Berlak*
Mortgagor

under "Berlak Living Trust", dated 2-19-90
By: *Elatine M. Berlak*
Mortgagor

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

21. Waiver of Homestead. Mortgagor hereby waives all right of homestead exemption in the Property
in consideration, if any.
20. Release. Upon payment of all sums secured by this Mortgage, Mortgagor shall pay all costs of
recording, or the preparation of an affidavit release or satisfaction of mortgage. Mortgagor shall pay all costs of
recording, if any.
20. Release. Upon payment of all sums secured by this Mortgage, Mortgagor shall receive a fee of \$40.00.

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Unless Mortgagor and Mortgagee otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date or the periodic payments referred to in Paragraph 1 hereof or change the amount of such payments.

10. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to their respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Note (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Mortgagee under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forebear, or make any other accommodations without regard to the terms of this Mortgage or the Note without such Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

13. Notice. Except for any notice required under applicable law to be given in another manner (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such address as Mortgagor may designate by notice to Mortgagee as provided herein; and (b) any notice to Mortgagee shall be given by certified mail to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

14. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and Note are declared to be severable. As used herein, costs, expenses and attorneys' fees include all sums to the extent not prohibited by applicable law or limited herein.

15. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations, if any, under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Mortgagee. Mortgagee, at Mortgagee's option, may require Mortgagor to execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Transfer of the Property. If all or part of the Property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant; or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, and without notice to Mortgagor, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee is hereby subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the loan hereby secured.

Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and the Mortgagor or such other person pays all expenses incurred by Lender to assure the Mortgagee that the title to this Mortgage and Mortgagee's interest in the Property shall continue unimpaired. If Mortgagee has waived the option to accelerate provided in this Paragraph 17 and if Mortgagor's successor in interest has executed a written assumption agreement accepted in writing by Mortgagee, Mortgagee shall release Mortgagor from all obligations under this Mortgage and Note.

18. Acceleration; Remedies. Upon Mortgagor's default in the performance of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee may at its option and without notice to Mortgagor, declare due and payable all sums secured by this Mortgage and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect after default, all estimated and actual expenses incurred by reason of said default, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall prior to acceleration under Paragraph 18 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 18 hereof or abandonment of the Property, Mortgagee shall be entitled to be appointed Mortgagee in possession or to have a Receiver appointed by a court 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 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. The Receiver shall be liable to account only for those rents actually received.

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in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, if any, paid to Mortgagor, unless Mortgagor and Mortgagee otherwise agree in writing. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to the proportion which the amount of the sums secured by this Mortgage bears to the date of taking to Mortgagor.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of the Property, or part thereof, for conveyance in lieu of condemnation, shall be paid to Mortgagor, subiect to the terms of any mortgage, deed of trust or other security agreement which a lien which has priority over this Mortgagor's interest.

8. Inspection. Mortgagor may cause or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagor notice prior to any such inspection specifies causable damage thereto.

Any amounts disbursed by Mortgagor pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become immediately due and payable upon notice from Mortgagor and Mortgagor agrees to pay such amounts in full in the manner provided in this Paragraph 7 shall remain liable to Mortgagor as long as any unpaid balance of the Note remains outstanding.

not to make any agreement with the holder of any prior mortgage than in any way shall modify, change, alter or extend any of the terms or conditions of that superior mortgage or accept any future advances under the superior mortgage, without the express written consent of Mortgagor.

Mortgagee shall lawfully and fully comply with and abide by every term, covenant and condition of any superior mortgagee preexisting the Property. A default or delinquency under any superior mortgage or mortgages shall automatically constitute a default under this Mortgage. Mortgagor authorizes mortgagesshall automatically and immediately convey to the mortgagee or mortgagees in good standing, and all sums at its option to deface all sums necessary to keep any superior mortgage or mortgages in good standing, and all sums

shall be exercised by Borrower and recorded together with this Mo 15th 2012 the coverings and agreements of this Mortgage as if the rider shall be part hereof.

6. Preservation and Maintenance of Property: In addition to Condominiums, Planned Unit Developments, Mortgages shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the provisions of any lease. This provision is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and constitute a co-tenant of the condominium or planned unit development, and be liable for damages and expenses of the condominium or planned unit development.

Unless a Mortgagor who signs such application of proceeds to principal shall exceed or postpone the due date of the debt, or if payments referred to in Paragraph 1 hereof or change the amount of such payments required to be made under Paragraph 18 hereof by Mortgagor, all right, title and interest in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale of acquisition shall pass to Mortgagor to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

mortgagee sends him to the town where the parties and themselves declare, before two witnesses, that they will pay to the mortgagee the sum of $\$$ thousand dollars, or so much more or less, at the time and place named in the instrument, and that if the same be not paid when due, he may distrain upon the property described in the instrument, and sell the same, and apply the proceeds of the sale, first, to the payment of all taxes, rates, and charges lawfully assessed or levied upon the property, and then to the payment of the principal sum, interest, and costs, and that he will defend the title to the property against all persons.

This insurance carrier provides the insurance shall be chosen by Mortgagor subject to approval by Mortgagor; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Mortgagor and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagor.

3. **Hazardous InsurancE:** Mortgagor must keep the mortgagee informed of certain events now existing or about to occur which may reduce the value of the property or increase the risk of loss by fire, hazards included within the term, "extreme covered coverage," and such other hazards as Mortgagee may require.

and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leaseshold properties or ground rents, if any.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Mortgagor shall perform all of Mortagor's obligations under any mortgage, deed of trust or other security agreement shall pay or cause to be paid all taxes, assessments, including Mortgagee's expenses to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges; Lien.

By Morganage under Paragraph 1(b)(2), Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may arise in priority over the Mortgage, and in respect of any other rights or interests of any party to the Note.

on the independence evidenced by the Note and letter and other applicable changes as provided in the Note.