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This Document Prepared By  
Gary-Wheaton Bank  
of Downers Grove, N.A.  
1200 Ogden Ave.  
Downers Grove, IL, 60515  
ALYCE PRUYN

92257565

## EQUITY CREDIT LINE MORTGAGE

APRIL 6

92

THIS MORTGAGE ("Security Instrument") is given on 10 <sup>th</sup> April 1992. The mortgagor is THOMAS W. STROMER and JUDITH A. STROMER, HIS WIFE, AS JOINT TENANTS ("Borrower").

This Security Instrument is given to Gary-Wheaton Bank of Downers Grove, National Association, which is a corporation organized and existing under the laws of Illinois,

whose address is 1200 Ogden Ave., Downers Grove, Illinois 60515 ("Lender"). Lender owes Borrower the maximum principal sum of SIXTEEN THOUSAND AND NO/100

Dollars (U.S. \$ 16,000.00) or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to that certain Equity Credit Line Agreement or loan date herewith executed by Borrower ("Agreement"), whichever is less. The Agreement is hereby incorporated in this Security Instrument by reference. This debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full debt, if not paid earlier, due and payable five years from the Issue Date (as defined in the Agreement). The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time during the Draw Period (as defined in the Agreement). The Draw Period may be extended by Lender in its sole discretion, but in no event later than 20 years from the date hereof. All future loans will have the same lien priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including all principal, interest, and other charges as provided for in the Agreement, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 of this Security Instrument to protect the validity of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement and all renewals, extensions and modifications thereof, all of the foregoing not to exceed twice the maximum principal sum stated above. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT FOURTEEN (14) LOT FIFTEEN (15) IN BLOCK SIXTEEN (16), IN MOUNT FOREST, A SUBDIVISION IN SECTION 33, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

92257565

• DEPT-01 RECORDING \$27.50  
• T43333 TRAN 345 04/20/92 15:47:00  
• 47944 # \*-2-257565  
• COOK COUNTY RECORDER

Equity Title  
415 N. LaSalle/80810-402  
Chicago, IL 60610

Permanent Index No. 18-33-401-010 & 18-33-401-011

which has the address of 104 N. NOLTON WILLOW SPRINGS

Illinois 60480 ("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, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, 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".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and

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**8. Borrower Not Responsible For Bad Debts Due To Bad Creditors** If the Borrower shall not operate to reduce the amount borrowed or if the Borrower fails to pay the principal or interest due to any creditor or to any other person, the liability of the Borrower to the Lender shall not be affected by the conduct of such creditor or by the conduct of any other person.

If the property is subdivided and sold by the original owner, or if the original owner dies, the new owner will be liable for the property tax.

**Q. General Information** This page contains a general overview of your account, direct or domain-specific, direct or campaign-specific, or any other information you may have entered in our system. It also includes a link to your account's dashboard.

**7. Inspection.** Under no circumstances shall any individual be allowed upon and inspection of the property under such said title to whom

Any anomalies detected by Lander under this paragraph shall become additional data of Lander received by the Bureau and shall be forwarded, upon notice from Lander, to the Bureau for examination and reporting.

3. **Preservation and Maintenance of Property:** Lessee should do their best to keep the property in good condition and report any damage, subsidence, or other physical changes to the property, allowing the landlord to inspect and repair it if necessary.

Unleashes Leander and Borower's creativity to resolve a dispute over insurance coverage for a car accident. Leander and Borower argue that the insurance company should be required to pay for the repair of the car, while the insurance company argues that the car was not damaged in a collision with another vehicle. The court rules in favor of Leander and Borower, holding that the insurance company must pay for the repair of the car.

All insurance policies shall remain valid until terminated or modified in accordance with the terms of the policy. All insurance policies shall be accepted by Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and repossess them if the Borrower fails to render all receipts of paid premiums and non-payment of loans. Each overdrawn account will be charged a late fee of \$10.00 per day.

4. Hazard analysis. Borrower shall keep the improved amounts now available or heretofore advanced on the property unsecured by life, hazards incurred, which may occur to the mortgagor, and any other which lender requires insurance. This insurance shall be maintained in the amount, and for the period, required by the insurance company which shall not be underpaid without notice.

Borrower shall pay or cause to be paid, when due and payable all taxes, assessments, water charges, power charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts for any amount paid, in good faith and within due diligence, certifying the validity of amounts of any such taxes as assessments, provided that (a) Borrower shall pay or cause to be paid, when due and payable all taxes, assessments, water charges, power charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts for any amount paid, in good faith and within due diligence, certifying the validity of amounts of any such taxes as assessments, provided that (b) Borrower shall pay or cause to be paid, when due and payable all taxes, assessments, water charges, power charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts for any amount paid, in good faith and within due diligence, certifying the validity of amounts of any such taxes as assessments, provided that (c) Borrower shall pay or cause to be paid, when due and payable all taxes, assessments, water charges, power charges, license fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts for any amount paid, in good faith and within due diligence, certifying the validity of amounts of any such taxes as assessments, provided that (d) Borrower shall furnish such accurate information concerning the Property as Lender may require in any time in any manner of delivery so as to enable Lender to determine the value of the Property and to ascertain whether the value of the Property is sufficient to cover the amount of the indebtedness.

3. Charges: Lien. Borrower shall pay all taxes, assessments, charges, lines, and impossibilities attributable to the Property, and leasedhold improvements or ground rents, if any. Upon lender's request, Borrower shall promptly furnish to lender all notices of default under this paragraph. The Borrower shall make these payments directly, and upon lender's request, promptly furnish to lender copies of documents or information concerning the account.

2. Application of Payments. All payments received by Lender shall be applied first to interest, then to other charges, and then to principal.

1. Payment of Principal and Interest Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

**Covenants.** Borrower and Lender covenant and agree as follows:

Borrower to NATIONAL SECURITY SAVINGS AND LOAN ASSOCIATION  
generally the title to the property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from  
and recorded APRIL 11, 1977  
document number 2936575

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**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. If there is more than one party as Borrower, each of Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

**11. 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 already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment, without any prepayment charge under the Agreement.

**12. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**13. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To the end the provisions of this Security Instrument and the Agreement are declared to be severable.

**14. Assignment by Lender.** Lender may assign all or any portion of its interest hereunder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or liabilities hereunder.

**15. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale.** If all or any part of the Property or any interest in it is sold or transferred (or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, the option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or demand on Borrower.

**16. Borrower's Right to Re-ligate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, (d) takes such action as Lender may reasonably require to ensure that the title of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged, and (e) not use the provision more frequently than once every two years. Upon noncompliance by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to re-ligate shall not apply in the case of acceleration under paragraph 18.

**17. Prior Mortgage.** Borrower shall not be in default of any provision of any prior mortgage.

**18. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's fraud or material misrepresentation in connection with this Security Instrument, the Agreement or the Equity Credit Line by Lender by the Agreement, (b) Borrower's failure to meet the repayment terms of the Agreement, or (c) Borrower's acts of omission which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (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 to Borrower, 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 acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding Lender's nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its 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. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**19. Lender in Possession.** Upon acceleration under paragraph 18 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (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 Lender 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 Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

**20. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

**21. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

**22. No Offsets by Borrower.** No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.

**23. Additions to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security

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Special Collection Library  
September 23, 1995

2023-08-24

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STATE OF ILLINOIS	DUPLICATE	County as of _____
THE ATTORNEY GENERAL		
THOMAS W. STROMER, and JUDITH A. STROMER		
do hereby certify that		
a Notary Public in and for said county and state,		
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 or she is personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, and that the signature(s) thereon was (were) executed by him or her in my presence at the time and place indicated.		
Given under my hand and affixed my seal this 18th day of April 1991		

THOMAS W. STROMER  
TOMMY A. STROMER  
THOMAS W. STROMER  
TOMMY A. STROMER

**BY SIGNING BELOW, BORROWER ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT.** THAT, UPON SIGNING, THE CONTRACTS AND AGREEMENTS OF OUTLINE SECURITY AGREEMENT TO INDEMNIFY WHO EVER MAY BECOME INVOLVED AND RESPONSIBLE FOR ANY DEFECTS OR DAMAGE WHICH OCCURS DUE TO THE USE OF THE EQUIPMENT, WHETHER IN THE NORMAL USE OR IN AN UNUSUAL MANNER, ARE MADE A PART OF THIS SECURITY AGREEMENT.