

# UNOFFICIAL COPY

9228239  
Loan No.  
0181011661

U.S. INSTITUTE FOR RECORDED TITLE  
Barbara Wallace

## NORWOOD FEDERAL SAVINGS BANK

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

(Space Above This Line For Recording Data)

## EQUITY LINE OF CREDIT VARIABLE INTEREST RATE MORTGAGE

THIS MORTGAGE is made this 13th day of April 1992 between

Aaron J. Samson and Cathryn Samson, 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 **TEN THOUSAND and no/100<sup>th</sup>** (\$10,000.00<sup>th</sup>) 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 **April 12, 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 **April 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 **7004 West Newport Avenue Chicago, Illinois 60634**, and legally described as

Lot 27 in Block 14 in H. O. Stone and Company's Belmont Avenue Terrace, a Subdivision of the West 1/2 of the Southwest 1/4 of Section 19, Township 40 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 13-19-312-027

9228239 2-282239  
RECORDED - 04/13/92

JPS

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 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 such 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 the Mortgage first above written.

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY

KIRSTINE K. FARAHER  
OFFICIAL SEAL  
STATE OF ILLINOIS  
NOTARIAL PUBLICITY NUMBER: 4996  
MY COMMISION EXPIRES APRIL 1996

Barbara Wallace  
Norwood Federal Savings Bank  
Division of Decatur Federal Savings  
5813 N. Milwaukee Avenue  
Chicago, Illinois 60646

1992

Given under my hand and my official seal this 13th day of April 1992.

Subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that the X \_\_\_\_\_ signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Personally known to me to be the same person(s) whose name(s) are

Aaron J. Samson and Cathryn Samson, his wife,

do hereby certify that

I, *Cathryn Samson*,  
County Assessor  
Cook County, Illinois  
a Notary Public in and for said County and State,  
hereby acknowledge that the above named persons have executed the foregoing instrument in my presence and in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage  
21. Witness of Homestead. Mortgagor hereby waives all right of homestead exemption in the Property  
or the preparation of an appropriate release of substitution of mortgage. Mortgagor shall pay all cost of  
recording, if any.

20. Release. Upon payment of all sums secured by this Mortgage, Mortgagor shall receive a fee of \$40.00

(Space Below This Line for Acknowledgment)

By *Cathryn Samson*  
Mortgagor Aaron J. Samson  
By *Cathryn Samson*  
Manager Cathryn Samson

# UNOFFICIAL COPY

Mortgagor and Mortgagee covenant and agree as follows:

**1. Payment of Principal and Interest.** Mortgagor 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 Mortgagor 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.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor 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.** Mortgagor 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 Mortgagor 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 Mortgagor 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, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor 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 the 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 Mortgagor, or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor 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 Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the periodic payments 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 Mortgagor 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 sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor 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, Mortgagor shall perform all of Mortgagor'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. If a 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 Mortgagor 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 Mortgagor, may make such appearances, 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, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

Mortgagor 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. Mortgagor 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. Mortgagor 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 Mortgagor 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 Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor 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 Mortgagor 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 Mortgagor 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.

# **UNOFFICIAL COPY**

19. **Assignment of rents; application to Receivers.** As additional security under Particulars, Mortgagor hereby agrees to Mortgagage the rents of the Property, provided that Mortgagor shall prior to acceleration under Particulars 18 record or quendam in the records of the Property, have the right to collect and retain such rents as they become due and payable.

**18. Acceleration; Remedies.** Upon Mortgagor's default in the performance of any covenant of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagor may at any time without notice to Mortgagor, declare due and payable all sums secured by this Mortgage, Mortgagor shall be liable to pay to Lender the amount so declared, plus interest thereon at the rate of twelve percent per annum, from the date of declaration until paid, and Lender may then exercise all rights and powers hereinabove set forth.

**Mortgagee** shall have assumed such option to accelerate it, prior to the date of transfer, Mortgagee and the person whom the Property is to be sold or transferred each agree that the credit of such person is satisfactory to Mortgagor and the Person in whose name the credit of such person is to be sold or transferred in writing by Mortgagor. Mortgagee shall release Mortgagor from all obligations under this Note and the obligation to accelerate provided in this Paragraph 2 and if Mortgagor's successor has executed a written assumption agreement in writing by Mortgagor, Mortgagee shall release Mortgagor from all obligations under this Note.

Mortgage in which the property is located. The foregoing sentence shall not limit the application of federal law to this consideration in making the Note. Mortagee or the Note contingencies shall not limit the application of federal law to this Mortgage. In the event any provision of clause of this Note does not conflict with applicable law, such conflict will not affect the enforceability of this Note. Mortagee and Notee 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 attorney's fees include all sums which may be required to be expended by Mortgagor to defend his Note against suit or otherwise.

**10. Mortgagor Not Released; Foreclosure Not Available.** Extension of the time for payment of individual items of the mortgagation or of the sum secured by the Mortgagor granted by any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors or assigns to pay the obligations of the mortgagation or of the sum secured by the Mortgagor granted by any successor in interest of Mortgagor for so long as such successor in interest remains in possession of the property mortgaged.

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