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LaSalle Bank Northbrook Equity Line of Credit Mortgage

#7770013832

This Equity Line of Credit Mortgage is made this 20th day of April, 1992 between the Mortgager, HARRIET FEIGEN, MARRIED TO WILLIAM FEIGEN (Herein "Burrower"), and the Mortgagee, LaSalle Bank Northbrook, a state banking institution whose address is 1200 Shermer Road, Northbrook, Illinois, 60062 (Herein "Londor").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated April 20, 1192 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 35,000.00 plus interest. Borrowings under the Agreement will take the form of revolving eredit losses as described in paragraph 16 below, ("Losse"). Interest on the Losses borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Londer sand Borrower, all revolving losses outstanding under the Agreement on or a fier April 10, 1999 (the "Maturity Date") together with interest thereon, may be declared due and payable on demand. In any event, all Losses borrowed under the Agreement plus interest thereon must be repaid by April 10, 2012 (the "Final Maturity Date").

To Secure to Lender the repsyment of the Loans made pursuant to the Agreement, and all extensions, renewals and refinancing thereof, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the accurrity of this Mortgage, and the performance of the coverants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 130 IN HEATHERCREST UNIT TWO, BEING A SUBDIVISION IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 12 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THE OFFICE OF THE REGISTERED WELFE CROSSING TO PLAT THE PROPERTY OF 19, 1965 AS DOCUMENT NUMBER 2200010. T#5555 TRAN 5178 04/29/92 09:49:00

PIN: 04-17-209-020

which has the address of 1845 SMITIL ROAD, NORTHBROOK, ILLINOIS 60062 (Herein "Property Address"):

\*-92-289421 #6776 #

CODE COUNTY RECORDER

Together with all the improve new or hereafter erected on the property, and all easuments, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 less should estate if this Mortgage is on a least-told) are herein referred to as the "Property".

Therrower covenants that Barrower is tow? Ill relact of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and it can be, subject to any mortgages, declarations, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Leader's interest in the Property. 32283 121

Cuyenants. Borrower and Lender covenant and agre as follows:

- 1. Payment of Principal and Interest. Borrower shall pro apply pay when due the principal and interest on the Louns made pursuant to the Agreement, logether with any fees and charges as provided in the Agreement.
- 2. Application of Payment. Unless applicable law provides oth raw to, all payments received by Lender under the Agreement and paragraph I hereof musto shall be applied by Lender first in payment my advance made by Lender pursuant to the Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.
- 3. Charges, Lieus. Borrower shall pay or cause to be paid all taxes, assessing to the charges, fines, and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due ander any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such pay, ents. Borrower shall promptly disclose any lies which has priority over this Mortgage, except for the lies of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Evided, that Borrower shall not be required to disclose any such lies so long as Borrower shall agree in writing to the payment of the obligation secured by such lies in a manner seceptable to tree or, or shall in good fulth contest such lies by, or defend enforcement of such a lies in, legal proceedings which operate to prevent the enforcement of the lies or forfeiture of the Property or say, and the respective or the lies of the Property or say, the respective or the Property or the Property or the Property or the
- 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereaft "exected on the Property insured against loss by fire, fuzzaria included with the term "extended coverage", and such other hazards as Lender may require and in such amounts of such amounts of such periods in Lender may require provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay for the sums secured by this Mortgage and any other more good to Property.

  The insurance carrier providing the insurance shall be chosen by Borrower subject to approve by Le der; provided, that such approval shall not be unreasonably withheld. All premiums on insurance all longages padicians and example the entire of the longage padicians.

policies shall be paid in a timely manner.

All inaurance policies and renewals thereof shall be in form acceptable to Lender and shall include, so dated mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, and all receipts of paid premiums. In the cleant of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided such restoration or repair is sometimely sensible and the security of this Mortgage is not thereby impaired. If such restoration or repairs is not economically sensible to the sums secured by this Mortgage, with the excess, if any, paid to Borrower, if the Property is not self a colaim for insurance benefits. Let der is sutherized to collect and apply the insurance proceeds at Lender's option either to restoration and repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend in position and repair of the Property or to the sums secured by Lender, all right, title and interest of Pure or in and to any insurance policies and in and to the proceeds the reof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the sums secure. By the Mortgage inuncidately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall zero 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 his Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declarations or covenants or eating or governing the econominium or planned unit development, and constituent documents. If a condominium or planned unit development and recorded together with this Mortgage; the covenants and agreements of such rider shall be incorporated into and shall amend and supplicipent the covenants and agreements of a large gap as if the rider were a part hereof.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action of proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceedings involving a brakrapt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasons is not not seen and entry upon the Property

to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by use 'Any age. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or true any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower totics prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 8. 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 paki to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sum; secured by this Mortgage, with the excess, if any, paki to Borrower.
- if the property is abandoned by Borrower, of if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower falls to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repaid of the Property or to the sums secured

by the Morigage.

Unless Lensier and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change

- 9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. Forbearance by Lender Not a Walver. Any forbearance by Londer in exercising say right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or produced the exercise of any such right or remedy. The producement of insurance or the payment of taxes or other liens or charges by Londer shall not be a waiver of Londer's right to accelerate the maturity of the indebtedness accurred by this Martgage.
- 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; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraphs of the covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement

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## **UNOFFICIAL COPY**

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

- 14. Governing Law; Severability. This Marigage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Morigage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Morigage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Morigage and the Agreement are declared to be severable.
  - 15. Barrower's Copy. Barrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby interest advances, from the time of its filling for record in the recorder sor registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balances of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding on such disbursements in the summan of \$35,000.00 plus interest thereto and any disbursements made for payments of intexes, special assessments or insurance on the Property and interest, on such disbursements (all such indebtedness being hereinsfler referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
- 17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, of (b) Borrower acts of fails to act in a way that adversely rects any of the Lender's security for the indebtedness secured by this Mortgage, or (o) ar, ap, licitation or statement furnished by Borrower to the Lender is found to be materially failso. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent; excluding the creating of a lien or encumbrance subortinate to this Mortgage. (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to forcolose this Mortgage by judicial proceeding, Lender shall be could be accepted and costs of documentary evidence, abstracts and title reports.

18. Assignment of Rents; Appointment (Re selver; Lender is Possession. As additional security hereunder, Borrowerhereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 1: Lor on or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or the addonment of the Property, 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 mer upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All 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 attorney's fees, and then to the su as a sourced by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

was. Upon payment of all sums secured by this Mortgere and termination of the Agreement Lender shall release this Mortgage to Borrower. Borrower shall pay all costs of recordation.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

Commission Expl

In Witness Whereof, Berrower has executed this Mortgage.

WILLIAM FEIGHN, SIGNING SOLELY FOR THE PURPOSES OF WALVELOR HOMESTEAD

STATE OF ILLINOIS | COUNTY OF COOK 1

1, The Undersigned , a Notary Public in and for said county and state, do hereby certify that HARRIET 'EI'EN, MARRIED TO WILLIAM FEIGEN personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person as d cknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. in wieds

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der my harf and notarial scal, this 20th day of April, 1992

THIS DOCUMENT WAS PREPARED AND SHOOLD BE RETURNED TO: MARY K. REGULA.
LASALLE BANK NORTHBROOK 1200 SHERMER ROAD NORTHBROOK, ILLINOIS 60062

OFFICIAL

MARY K. REGULA MY COMMISSION EXPIRES 4/1/96