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THIS IS A JUNIOR MORTGAGE

92305960

HOME LINE CREDIT MORTGAGE
HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION

This Home Line Credit Mortgage is made this 22nd day of April, 1992, between the

Mortgagor, Thomas C. Nelson and Victoria K. Nelson, His Wife (herein "Borrower"), and the Mortgagee, HARRIS BANK BARRINGTON, N.A., whose address is 201 South Grove Avenue, Barrington, Illinois 60010 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a HARRIS BANK BARRINGTON Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated April 22, 1992, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 100,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After April 22, 1997 (the "Expiration Date") all sums outstanding under the Agreement may be declared due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by April 22, 1997 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, 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 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:

PARCEL 1: Lot 49 in the Glen of South Barrington Unit No. 6, being a Subdivision of part of the North 1/2 of Section 35, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT OF RECORDING \$27.00
T61111 TRAN 6362 05/05/92 14:02:00
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PARCEL 2: Easement for the benefit of Parcel 1 as created by Grant of Easement made by County Recorder of South Barrington Property Owners Association to Ridgeway Enterprises, Inc., a Corporation of Illinois and William R. Rose dated October 11, 1985 and recorded October 18, 1985 as document 85242980 for ingress and egress over:

- A) Vacated Blanchard Circle, as said street is shown on the plat of the Glen of South Barrington Unit Two recorded February 11, 1982 as Document 26142879;
B) Vacated Rose Boulevard, as said street is shown on said Plat of the Glen of South Barrington Unit Two, and on the Plat of the Glen of South Barrington recorded April 7, 1978 as Document 24393998;
C) Vacated Gregory Lane, as said street is shown on said Plat of the Glen of South Barrington;
D) Vacated Lake Adalyn Drive, as said street is shown on said Plat of the Glen of South Barrington;
E) Lake Adalyn Drive, a private road shown on the Plat of the Glen of South Barrington Unit Six recorded October 11, 1985 as Document 85232441; and
F) Ambrose Lane, a private road shown on said Plat of the Glen of South Barrington Unit Six; all in Cook County, Illinois.

gt/r

which has the address of 8 Ambrose Ln., South Barrington, IL 60010 92305960 (herein "Property Address").

Property Index Number 01-35-101-008-0000

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, water, 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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

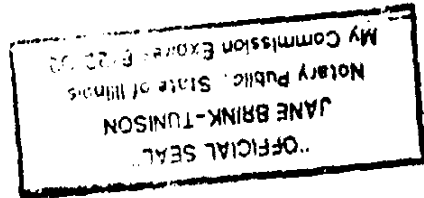
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BFC Form No 146047
11-89

201 So Grove Avenue
Barrington, Illinois 60010

Jane Brink-Tunison

This instrument Prepared By:



Property of Cook County Clerk's Office

Notary Public

Jane Brink-Tunison

My Commission Expires

6-22-92

Given under my hand and notarial seal, this

29

day of

April

19 92

their free and voluntary act, for the uses and purposes therein set forth.

they

day in person and acknowledged that

they signed and delivered the said instrument as

same person (s) whose name (s)

are

subscribed to the foregoing instrument, appeared before me this

Jane Brink-Tunison

a Notary Public in and for

STATE OF ILLINOIS

COUNTY OF

COOK

SS

Type or Print Name

Victoria K. Nelson

Borrower

Type or Print Name

Thomas C. Nelson

Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Victoria K Nelson

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Borrower covenants that Borrower is lawfully seized 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 demands subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement
- 3. Charges; Liens.** Borrower 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, including all payments due under 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 payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; 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 such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazard Insurance.** Borrower 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 Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event 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 the Property damaged, provided such restoration or repair is economically feasible and 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 Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or 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 or postpone the due date of any payments due under the Agreement, or change the amount of such payment. Under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower 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 Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower 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, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws 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 thereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees 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 this Mortgage. 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 take 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 notice 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 paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails 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 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 or postpone the due date of any payment due under the Agreement, or change the amount of such payment.

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

19. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without

charges to Borrower. Lender shall pay all costs of recording, if any.
only for those rents actually received
receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account
first to payment of the costs of management and collection of rents, including, but not limited to receiver's fees, premiums on
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
following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and
upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption
Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property,
have the right to collect and retain such rents as they become due and payable.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to

evidence, abstracts and title reports.
in such proceeding all expenses of foreclosure, including but not limited to reasonable attorneys' fees, and costs of documentary
Mortgage or the Agreement, if it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect
creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this
interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the
is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an
or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender
adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property
Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that
swid by Borrower to Lender under the Agreement to be immediately due and payable, and (c) enforce its rights under this Mortgage (a)
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)

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan, unless, and until pursuant to the Agreement such loan is
converted to an installment 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 execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The
lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the
recorder's or 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 balance 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 shall not exceed one hundred fifty
percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the
Property and interest on such disbursements (all such indebtedness being hereinafter 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.

15. Borrowers Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after
recording hereof.

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

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 mail, 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, and such notice shall be given to Lender at the address as designated 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.

12. Successors and Assigns Bound; Joint and Several Liability; Covenants. The covenants and agreements herein contained shall bind, and
the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All 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.

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.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right in this Mortgage shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness
secured by this Mortgage.
the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness
otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or
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 successor 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.

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