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RECORDATION REQUESTED BY:

Naper Tech Federal Credit Union
305 East Shuman Blvd, Suite 100
Naperville, IL 60563

WHEN RECORDED MAIL TO:

Naper Tech Federal Credit Union
305 East Shuman Blvd, Suite 100
Naperville, IL 60563

SEND TAX NOTICES TO:

Naper Tech Federal Credit Union
305 East Shuman Blvd, Suite 100
Naperville, IL 60563

92314561

DEPT-01 RECORDING \$29.50
741111 TRAM 6718-05/07/92 15:38:00
\$7860 + \$ 314561
COOK COUNTY RECORDER

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MORTGAGE

AMOUNT OF PRINCIPAL INDEBTEDNESS: \$ 11,500.00

THIS MORTGAGE IS DATED May 2, 1992, between Gary S. Newman and Arthur Newman

as joint tenants

whose address is 1322 Greenleaf Evanston, IL 60201

(referred to below as "Grantor"), and Naper Tech Federal Credit Union, whose address is 305 East Shuman Blvd, Suite 100, Naperville, IL 60563 (referred to below as "Lender"), a corporation organized and existing under the laws of State of Illinois

1. GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights the Grantor later acquires in the fee simple title to the land, subject to a lease, if any, and all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LEGAL DESCRIPTION: THE EAST 30 FEET OF THE WEST 45 FEET OF LOT 15 (EXCEPT THEREFROM THAT PART, IF ANY, FALLING WITHIN THE EAST 5 FEET OF LOT 15 IN BLOCK 7) IN PITNER'S ADDITION TO EVANSTON IN SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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The Real Property or its address is commonly known as 1322 Greenleaf Evanston, IL 60201

Property Tax ID No.: 10-24-219-003

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all uses of the Property.

2. DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Borrower. The word "Borrower" means each and every person who signs the LOANLINE Home Equity Plan Credit Agreement secured by this Mortgage.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated 5-2-92, between Lender and Grantor with a credit limit of the amount shown on the first page of this Security Instrument, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage, which is the date by which all indebtedness under the Credit Agreement and this Mortgage is due is 5-2-2001. The interest rate under the revolving line of credit is a variable interest rate based upon an Index. The Index currently is 6.5% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 2.000 percentage points above the Index. Under no circumstances shall the interest rate be more than the maximum rate allowed by applicable law.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagee under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown or zero. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance.

Lease. The word "Lease" means any lease between Grantor and the Lessor of the Property.

Lender. The word "Lender" means Naper Tech Federal Credit Union, its successors or assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

55280
Equity Title
415 N. LaSalle/Suite 402
Chicago, IL 60610

na

Notice of Completion. Grantor shall notify Lender at least three (3) days before any work is commenced...
Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and assessments...
TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage...
ADVANCEMENT AFTER TRANSFER. All amounts advanced under the LOAN AGREEMENT...
TRANSFER OF PROPERTY. The following provisions relating to the transfer of the Real Property are a part of this Mortgage...
DUE ON-SALE - CONSENT BY LENDER. Lender may, at its option, have the right to...
REINVESTMENT LOAN AGREEMENT. Grantor shall fund all of Grantor's...
COMPLIANCE WITH LEASE. If there is a Lease on the Property...
Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property...
POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by...
PAYMENT AND PERFORMANCE. Except as otherwise provided in the Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage...
THE MORTGAGE AND IF ANY, A SECURITY INTEREST IN THE PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE MORTGAGE AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS.

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10. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

that Grantor can and will pay the cost of such improvements.

Maintenance of Insurance. Grantor shall procure and maintain policies of the insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any co-insurance clause, and with a standard mortgage clause in favor of Lender. If the Real Property is located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain Federal Flood Insurance to the extent such insurance is required and is available for the term of the loan and for the full unpaid principal balance of the loan. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. If in Lender's judgment, the restoration or repair is economically feasible and Lender's security is not impaired, insurance proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay all sums secured by this Mortgage, whether or not then due.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any insurable sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of the Mortgage would constitute a duplication of insurance requirement. If any proceeds from an insurance policy payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that materially impairs Lender's interests in the Property, Lender or Grantor's lender may, upon notice to Grantor, but not be required to, take any action that Lender deems appropriate. Any amount that Lender expects in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit line. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it or Lender would have had.

12. WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property (including a leasehold interest, if any), free and clear of all liens and encumbrances except those of record; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by Lender in writing, and Grantor shall promptly pay or incur the cost of the condemnation, all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation or application of the award under the condemnation. The net proceeds of the award shall mean the award after payment of proceeds of the award shall be applied to the indebtedness under the COVENANTS HEREIN, and the balance of the award shall be subject to the terms of any other agreement in force between the parties to this Mortgage. The net proceeds of the award shall mean the award after payment of proceeds of the award shall be applied to the indebtedness under the COVENANTS HEREIN, and the balance of the award shall be subject to the terms of any other agreement in force between the parties to this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness under this Mortgage. The net proceeds of the award shall mean the award after payment of proceeds of the award shall be applied to the indebtedness under the COVENANTS HEREIN, and the balance of the award shall be subject to the terms of any other agreement in force between the parties to this Mortgage.

14. CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage:

Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender. No indication. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real Property. Grantor shall reimburse Lender for all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage. Lender shall maintain a list of all taxes, fees, and charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Agreement; and (c) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

16. FURTHER ASSURANCES. The following provisions relating to further assurances are a part of this Mortgage:

Further Assurances. Upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, continue, or preserve, (a) the obligations of Grantor under the Credit Agreement, the Mortgage, and the Related Documents, and (b) the liens and security interests created by the Mortgage on the Property. Unless provided by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

17. FULL PERFORMANCE. If Grantor pays all the indebtedness when due, hereunder the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of the Mortgage. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

18. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default (Event of Default) under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation as to any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition; (b) Grantor does not meet the repayment terms of the credit line account; (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destruction of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, disclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

19. GRANTOR'S RIGHT TO REVOKE OR RESCIND THIS MORTGAGE. Grantor may rescind or terminate this Mortgage at any time by giving written notice to Lender.

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Property of Cook County

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Notary Public in and for the State of ILLINOIS
 By Maria Pacheco
 Given under my hand and official seal this 11th day of NOVEMBER
 to me known to be the individual(s) of record in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.
 On this day before me, the undersigned Notary Public, personally appeared GARY S. NEWMAN AND ARTHUR NEWMAN
 COUNTY OF COOK STATE OF ILLINOIS
 My commission expires 11/8/95
 Residing at 305 E. SHUMAN BLVD. NAPERVILLE, ILL. 60563
 OFFICIAL SEAL
 MARIA I. PACHECO
 NOTARY PUBLIC, STATE OF ILLINOIS
 My commission expires 11/8/95

INDIVIDUAL ACKNOWLEDGMENT

This Mortgage prepared by: Naper Tech Federal Credit Union
305 E. Shuman Blvd.
Naperville, Illinois 60563

GRANTOR: Gary S. Newman
Arthur Newman
 Signed, acknowledged and delivered in the presence of:
 X _____ Witness
 X _____ Witness

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

UNOFFICIAL COPY

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