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MORTGAGE

THIS MORTOAGE is made this 18th day of May. 1993, between the Mortgegor, Carol J. Patrix! divorced and not since remarried (herein "Rorrower"), and the Mortgegoe, PALATINE SCHAUBURG SCHOOLS CREDIT UNION, an Illinois corporation, 1990 S. Roselle Roed, Schauburg, Illinois 60193-3961 (herein "Lander").

WHEREAS, Borrower has entered into an Agreement (hereinefter "the Revolving Credit Loan Agr. amont") with the Lender dated <u>Hev.15, 1993</u>, under which Borrower may from time to time, one or more times, obtain Loan advances not to exceed at any time an aggregate principal case and of <u>lengty Thomsond and No/100 (\$20,000,00) Dollars</u> from Lender on a secured time of credit basis, and which Revolving Credit Joan Agreement provides for an adjustable rate of interest.

TO SECURE to Lemin the repayment of any and all loan advances which Lender May make now or in the future under the Revolving Credit Loan Agricumit, with interest and other charges thereon, together with the payment of all other sums advanced in accordance herewith to project the security of this Hortgage, as well as all late charges, costs and attorney's fees; and the performance of all the coverance and agreements of Borrower herein contained, Borrower does hereby grant and convey to lender and Lender's successors and sasigns, with power to sell, the following described property located in the County of gook, Bitate of Illinois:

Lot 12 in Block 18 in Westwood, being Mills and Sons Subdivision in the West 1/2 of Section 23, Township 40 North, Range 12, East of the filing Principal Heridian, in Cook County, (LindSEPT-01 RECORDING

\$27.50

PINI 12-25-123-032

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which has the address of 2920 M. 76th Court, Elmion Pyrk, IL 60625 (herein "Property Address of 2920 M. 76th Court, Elmion Pyrk, IL 60625 (herein "Property Address of 2920 M. 76th Court, Elmion Pyrk, IL

TOUETHER with mit the improvements now or herealter spected on the property, and all embemonts, 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 furegoing, together with said property (or the Lessehold estate in this Mortgage is on a Lessehold) are hereinafter referred to as the "Property".

Borrower covenants that Borrower is lawfully usized of the example hereby conveyed and has the right to dortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Sorrower property against all claims and domainly, subject to encumbrances of record filed prior to the data of filing of this Mortgage.

UNIFORM COVENANTS. Borrower and lender covenant and agree as follows:

- 1. Payment of Aggregate Principal and Interest. Sorrower shall promptly pay any due the total indebtedness evidenced by the Rovolving Credit Loan Agreement which includes principal, interest and other charges.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Conference Conference and paragraph 1 hereof shall be applied by Lender first in payment of amounts payable to Lender Do Borrower for interest and charges payable under the Revolving Credit Loan Agreement, and there to the principal under the Conference Credit Loan Agreement.
- 3. Prior Hortgages and Beeds of Trust; Charges; Liens. Rorrower shall perform all of Borrower a chligations under any commontage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Sorrower's coverants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, fines and other charges attributable to the Property which may attain a priority over this Mortgage, and lessehold payments or ground rente, if any.
- 4. Nazard (neurance. Borrower shall keep the improvements now existing or hersefter 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.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably Hithheld. All insurance policies and renewals thereof shall be in a form acceptable to lender a tender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other assurity agreement with a lien which has priority over this Hortgage.

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In the event of tops, Sorrever shall give prompt notice to the insurance service and Lander. Lander may make proof of loss if not made promptly by Sorrover.

If the Property is abandoned by Borrower, or if Borrower falls to respend to Lander vithin 30 days from the date notice is mailed by Lender to Sorrower that the insurance carrier offers to settle a stain 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.

- 5. Preservation and Maintenance of Property; Legachelde; Condeminiums; Plannai Unit Sevelepments. Sorrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall scapply with the provisions of any issue if this Mortgage is on a leasehold. If this Mortgage is an a unit in a condeminium or a plannad unit development, Surrower shall perform all of Sorrower's obligations under the declaration or community are governing the condeminium or plannad unit development, the by-laws and regulations of the condeminium or plannad unit development, and constituent documents.
- 6. Protection of Lander's Security. If Sorrower fails to perform the devenants and agreements contained in this Hortgage, or if any ritin or proceeding is commenced which materially effects Lander's interest in the Property, then Lander, at Lander's option, upon natice to Sorrower, may make such appearances, disburse such was, including researable ettorneys' fees, and take such action as is necessary to protect Lander's interest. If Lander required mortgage insurance as a condition of making the loan secured by this Hortgage, Sorrower shall pay the pressume required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Sorrower's and Lander's written agreement or applicable law.

Any amounts disbursed by Linier pursuant to this paragraph 6, with interest thereon, at the Revolving Credit Loan Agreement rate, shall become addition it indebtedness of Borrouer secured by this Mortgage. Unless Borrouer and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrouer requesting payment thereof. Nothing contained in this paragraph 6 shall require Linder to inpur any expense or take any action fereunder.

- 7. Inspection. Lender may make or colde to be used resconable entries upon and inspections of the Property, provided that Lender shall give Encroser notice prior to any such inspection specifying resconable cause therefor related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for demages, 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 hardby saxigned and shall be paid to Lander, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Mortgage.
- 9. Borrower Not Released; Fortiserance by Lender Not a Mainer, Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not opticate to release, in any manner, the liability of the original Borrower and Corrower's successor in interest. Lender shall not be required to commence proceedings against such successor or refuse to extension for payment or otherwise modify emortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy bereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 10. Successors and Anaigns Bound; Joint and Several Liability; Co-signers. The poverants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and sesigns of Lander and Sorrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Revolving Credit Loan Agreement, (a) is co-signing this Mortgage, only to mortgage, great and convey that borrower's interest in the Property to Lender under the Lerms of this Mortgage, (b) is not personally liable on the Revolving Credit Loan Agreement or under this Mortgage, and (c) agrees four Lender and any other Sorrower hereusder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Revolving Credit Loan Agreement without that Sorrower's consent and without releasing that Corrower's interest in the Property.
- 11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Sorrower provided for in this Hortgage shall be given by delivering it or by smilling such notice by certified smill 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 tender shall be given by certified smill to Lender's address stated hereix or to such other address as Lender may designate by notice to Sorrower as provided herein. Any notice provided for in this Mortgage shall be desmed to have been given to Borrower or Lender when given in the manner designated herein.
- 12. Governing Law; Severability. The state and local laws applicable to this Hortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Hortgage. In the event that any provision or clause of this Hortgage or the Revolving Credit Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Hortgage or the Revolving Credit Loan Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Hortgage and the Revolving Credit Loan Agreement are declared to be severable. As used herein, "costs", "expenses" and "atternays" fees" include all turns to the extent not prohibited by applicable law or limited herein.

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13. Morrower's Copy. Borrower shall be furnished a nonformed copy of the Revolving Cradit Lean Agreement and of this Mortgage at the time of execution or after recordation hereof.

- 14. Rehabilitation Loan Agreement. Eurrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lander. Lender, at Lander's aption, May require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an analyzment of any rights, claims or defenses which Borrower may have system parties who supply lawer, materials or services in convection with improvements made to the Preparty.
- 13. Transfer of the Property. If Borrover setts or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a tien or encumerance autorificate to this Mortgage, (b) a transfer by dovice, decent, or by operation of two upon the death of a joint tenant, or (c) the grant of any teachold interest of three years or less not containing an option to purchase, tender may decidere att of the sums secured by this Mortgage to be immediately due and payable. If tender exercises such option to acculerate, Lender shall mail Borrover notice of acculeration in accordance with paragraph it hereof. Such notice shall provide a partial of not less than 30 days from the date the notice is mailed or delivered within which Borrover may pay the same decisred day. If Borrover falls to pay such sums prior to the expiration of such period, Lender may, without further rather or demand on Borrover, invoke any remedies paralities by paragraph 16 hereof.

HON-DHIFORM COMPARER. Morrower and Lender further doverent and agree as follows:

- in. Accelerations femicies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any suvenant or agreement of Eurower in this we grape, or in the Revolving Credit Loan Agreement, including the coverants to pay then due any summarched by this Hortgage, London, prior to acceleration, shall give notice to Eurower as provided in paragraph 15 hereof specifying: (1) the breach; (2) the action required to now such breach; (3) a data, not less than 10 days from the data the Notice is sailed to Surrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the data specified in the notice and in acceleration of the sums secured by this Hortgage, forectosure by judicial proceeding, and ante of the Property. The notice shall further inform Borrower of the right to refreste after acceleration and the right to accelerate the forectosure proceeding the presidence of a default or any other defense of Barrower to acceleration and forectosure. If the breach is not cured on or broom the date specified in the notice, Lander, as Lander's option, may declare all of the sums accuracy by this Mortgage to be in accidently due and payable without further demand and may forectose this Mortgage by Judicial proceeding. Lander shall be antitled to accident in such proceeding all expenses of foreviewer, including, but not limited to, reasonable attornoys' fees and costs of occasentary evidence, abstracts and title reports.
- If, Horrower's Right to Meinstake. Notalthetering Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shell have the right to have any processings began by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it. (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Revolving Gredit Loan Agreement had no exploration accurred; (b) Borrower curse all breaches of any other coverants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by terrier in enforcing the coverants and agreements of Borrower contained; in this Mortgage, and in enforcing Lender's remedies as provided in paragraph in heroof, including, but not limited to, reasonable titorneys' less; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's Interest in the Property and Borrower's obligation to pay the sums secured by this Hortgage shall continue unimposited. Boon such payment and curse by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and affects a) if no acceleration had occurred.
- 18. Assignment of Rants: Appointment of Receiver. As additional security becauser, Sorrower hereby sesigns to London the rants of the Property, provided that Gorrower shall, prior to acceleration under purposes 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph to herent or abandorment of the Property, Lender shall be entitled to have a resolver appointed by a court to enter upon, take possession of and manage the Property and to collect the rests of the Property instuding those past due. All rents collected by the receiver shall be applied first to payment of the costs of sinegement of the Property and collection of rents, including, but not limited to, receiver fees, premiums on receiver's boild of gressonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for whose rants actually received.

- 19. Release. Upon payment of all sums secured by this Mortgage, and upon receipt of its reasonable release charges, Lender, upon Borrower's written request, shall release this Mortgage.
 - 20. Naiver of Homostend. Burrower hereby waives all rights of homestead exemption in the Property.

MOTICE TO THIRD PARTIES AND BURSEQUENT JUNIOR LIEN HOLDERS:

2). Revolving Line. This Mortgage is a revolving line of oredit, sailing for advances up to the emount set forth in the Mortgage. The formula for computing interest is as follows:

An Annual Percentage Rate which is variable and equal to the prime lending rate as published in The Nati Elegat Journal, plus two points (2,00%). The rate may adjust semi-annually. The maximum interest rate under this Hortsage is 16,00% per annum.

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22. Future Advances. This Hortgage shall secure all future advances unde within trunkly (80) years, from the date of this Hortgage as set forth in 111. Rev. Stat. Ch. 17, Sec. 4447(4) and se asserted; Neutron, no advances will see unde beyond the 15th year of the term of this Hortgage.

23. Priority of Future Advances. All future advances shall have the same priority as if advanced at the date of this Hertgage.

REQUEST FOR MOTICE OF BEFAULT AND FORECLOSURE UNDER SUPERIOR-MORTOLOGIC ON DRIBES OF TRUST

Horrower and Lender request the holder of any mortgage, dead of trust or other anomalizance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITHERS WITCHIT, Borrower has executed thin Mortpage.

Carol J. Petrial

STATE OF TELLHOIS, COOK COUNTY OF

I, JOSE OCCUPAN, a Notary Public in and for said easity and etate, de hereby pertify that Carel J. Patrial, diversed and not since remarked, personally known to w. to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary set, for the uses and purposes therein all both.

Given under my hand and official seel, this 12th day of May, 1993.

(SEAL)

Toel Goldman
Notary Public, State of Minols
My Commission Rupires 22296

we carry Albel (c)

Cort's Office

New York

PREPARED BY: NAIL TO:

JORL GOLDMAN, ESQ. 3701 Algonquin Road, Suite 310 Rolling Meadows, Illinois 60008

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