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CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION
HOME EQUITY CREDIT LINE MORTGAGE

J. 5999244.

This Home Equity Credit Line Mortgage is made this 14th day of SEPTEMBER, 1993, between the Mortgagor, ROBERT DALY AND JULIE DALY, HIS WIFE (herein "Borrower") and the Mortgagee, Chesterfield Federal Savings and Loan Association of Chicago, a Corporation organized and existing under the laws of the United States of America whose address is 10801 South Western Avenue, Chicago, Illinois 60643 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Chesterfield Federal Savings and Loan Association Home Equity Credit Line Agreement (The "Agreement") dated SEPTEMBER 14th, 1993, pursuant to which Borrower may from time to time until SEPTEMBER 14, 2003 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 10,000.00 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 SEPTEMBER 14, 2003 (the "Final Maturity Date") all sums outstanding under the Agreement, together with interest thereon, are due and payable.

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:

LOT 342 IN SOUTHWEST HIGHLANDS AT 79th AND KEDZIE AVENUE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

CHICAGO, ILLINOIS
FIRE INSURANCE CO.

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CHICAGO, ILLINOIS

PERMANENT INDEX NUMBER: 19-35-226-016-0000

which has the address of 8208 S. SAWYER AVE. CHICAGO, IL. 60652-3331 (herein "Property Address").

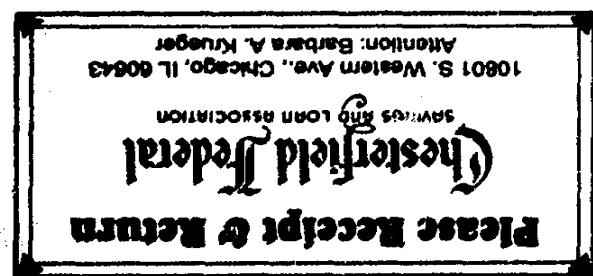
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements 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."

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 coverage in any title insurance policy insuring Lender's interest in the property.

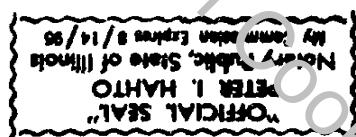
BOX 333

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01-90016089



10801 S. Western Ave., Chicago, IL 60643
CHESTERTON FEDERAL SERVICES & LOAN ASSN.
PETER HATHO
THIS INSTRUMENT WAS PREPARED BY
This instrument Prepared By:



Notary Public

Given under my hand and notarial seal, this 14th day of SEPTEMBER 1993
free and voluntary act, for the uses and purposes herein set forth.
I hereby certify that ROBERT DAVIS JOLIE DAVIS, this Notary Public in and for said county and state, do
personally known to me to be the same person(s) whose name is
ARE subscribed to the foregoing instrument as THEIR
before me this day in person and acknowledged that they
signed and delivered the said instrument as THEIR
free and voluntary act, for the uses and purposes herein set forth.

93752808

PETER I. HATHO
ROBERT DAVIS JOLIE DAVIS, this Notary Public in and for said county and state, do
personally known to me to be the same person(s) whose name is
ARE subscribed to the foregoing instrument as THEIR
free and voluntary act, for the uses and purposes herein set forth.

COUNTY OF COOK STATE OF ILLINOIS

(Seal)

ROBERT DAVIS JOLIE DAVIS (Seal)

IN WITNESS HEREOF, Borrower has executed this Mortgage.

21. Waiver of Homeestead. Borrower hereby waives all right of homestead exemption in the Property.

This Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release

those rents actually received.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender shall provide security for the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph

any period of redemption following judicial sale, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those

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 receivable, bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for

attorneys' fees, and those rents actually received by Lender and the receiver shall be liable to account only for

those rents actually received.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Borrower agrees to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph

19. Assignment of Rents; Assignment of Proceeds; Lender in Possession. As additional security hereunder, Bor-

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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 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.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or 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 the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the indebtedness secured by this Mortgage.

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 paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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 First Class 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 First Class Mail to Lender's address 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 on the earlier of: (1) the date hand delivery is actually made, or (2) the date notice is deposited into the U.S. Mail system by First Class Mail.

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 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.

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

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. 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 15 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 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.

18. Acceleration. (A) **REMEDIES:** Upon an event of Default or Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Agreement, including the covenants to pay when due and sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

(B) **TERMINATION AND ACCELERATION UPON DEFAULT:** This Agreement may be terminated by the Lender and require you to pay us the entire outstanding balance in one payment, and charge you certain fees if (a) you engage in fraud or material misrepresentation in connection with this plan; (b) you fail to meet the repayment terms of the Agreement; or (c) you act or fail to act in a way that adversely affects our security interest. Upon Default, the Lender at its option may refuse to make additional Loans and declare all amounts you owe to the Lender under this Agreement to be immediately due and payable. All outstanding Loans and accrued Finance Charges shall be immediately due and owing, and the Account shall be automatically terminated.

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in an event of settle a claim for damages, Borrower fails to respond to Lender's notice 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 repart of the Pro-
erty or to the sums secured by this Mortgage.

conduct examination of other taking of the Property, or part thereof, or for conveyance in lieu of condemnation 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 received by this Mortgagor, with the excess, if any, paid to Borrower.

that Landlord shall give Borrower notice prior to any such impaction specifically reasonable cause related to Landlord's interest in the Property.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgag
age, 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 mortgagor, eminent domain, insolvency, foreclosure,
or proceedings involving bankruptcy or decedent, then Lender is entitled to proceedings in any manner
to protect his interests, including, but not limited to, disbursements of reasonable attorney fees and costs upon the Property to
any make such appraisements, disburse such sums and take such action as is necessary to protect Lender's
interests, or proceedings involving a bankruptcy or decedent, then Lender is entitled to proceed
to protect his interest in the Property, including, or proceedings in any manner
to protect his interest in the Property, including, or proceedings in any manner
to protect his interest in the Property, including, or proceedings in any manner

5. Preservation and Maintenance of Property; Leaseholds; Caskets; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or incur impairment of the Property and shall comply with the provisions of any leases if this Mortgage is on a lessee hold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of the obligations under the declaration at dominium or the condominium or a planned unit development. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall pay all taxes and assessments levied against the unit and shall receive together with this Mortgage, the convenants and agreements of the condominium or planned unit development unit by unit, and shall not interfere with the rights of other units in the condominium or planned unit development.

unless a Lesunder and Borrower otherwise agree in writing, may 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.

Unless a Lender and Borrower otherwise agree in writing, inaccuracy, inexperience procedures shall be applied to restoration or repair of the property damaged, provided such repair is reasonably necessary to restore it to the condition it was in before it was damaged, and Borrower shall be liable for all costs of repair or restoration.

The insurance coverage will be provided 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. The insurance coverage shall be noncancelable without notice to Borrower except to the extent required by law or by the terms of the insurance policy. All premiums on insurance policies shall be chosen by Borrower subject to approval by Lender; provided, that such premium shall be paid in a timely manner.

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 such coverage to exceed the amount of coverage received to pay the sums secured by this Mortgage and any other mortgage

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and imposts, dues attributable to the Property which may accrue to be paid all taxes, assessments and other charges, fines and imposts, if any, including all paymarks due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and imposts, if any, including all paymarks due under any mortgage over this Mortgage, and leasehold payments or ground rents, if any, including all paymarks due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and imposts, if any, including all paymarks due under any mortgage over this Mortgage, and leasehold payments or ground rents, if any, including all paymarks due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property.

Agreement and Paraphraph hereto shall be applied by Lender first in payment of interest, fees and charges and advances payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

Indefinite periods incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.