

The Siam Commercial Bank, Ltd.

SECOND EQUITY LINE OF CREDIT MORTGAGE (PURCHASE MONEY)

28th September

\* South Central Bank and Trust Company, as Trustee u/t/n L-320 dated Sept. 4, 1986 and Trust no. L-404 dated 10-29-92

This Equity Line of Credit Mortgage is made this 28th day of September between Mortgagor, [Name] and Lender, The Siam Commercial Bank, Ltd., a banking institution of the Kingdom of Thailand, acting through its Chicago Branch, address is 181 W. Madison St., #3500, Chicago, Illinois 60602, hereinafter referred to as "Lender".

WHEREAS, Borrower and Lender have entered into an Equity Line of Credit Agreement (herein referred to as the "Agreement"), dated August 19, 1993, pursuant to which Borrower may from time to time borrow from Lender sums which in the aggregate shall not exceed a principal outstanding balance of \$ 100,000.00 (The "Maximum Credit" plus interest. Borrowing under the Agreement will take the form of revolving credit loans as described in Paragraph 17 below (hereinafter called "Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. After July 29, 1996 (i) all sums outstanding under this Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums payable on demand. In any event, all loans borrowed after such date, together with interest thereon, may be due and payable on demand.

In order to secure to Lender the repayment of the Loans made pursuant to the Agreement, all extensions, renewals, and refinancing thereof, together 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, to wit:

PARCEL I

Lot 8 (except the West 20' thereof) and all of Lots 9&10 (except so much of the South part of Lots 8, 9 & 10 as is taken for alley) in Barkenbille's Subdivision of Block 41 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois; and Lot 11 (except the South 7 ft. thereof taken for alley) in Barkenbille's Subdivision of Block 41 in School Section Addition to Chicago in Section 16, Twnshp. 39 North, Range 14 East of the 3rd Principal Meridian, in Cook County, Illinois.

PARCEL II

All of Lots 17, 18, 19, & 20 (except the North 7 ft. of said lots taken for alley, in Barkenbille's Subdivision of Block 41 in School Section Addition to School in Section 16, Twnshp. 39 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

PARCEL III

Lots 13 & 14 (except the East 20' of Lot 14 conveyed to City of Chicago by Deed recorded 10-8-26 as Doc. No. 9429649, and also except so much of the South part of said Lots 13 & 14 as taken for alley) in Barkenbille's Subdivision of Block 41 in School Section Addition to Chicago in Section 16, Twnshp. 39 North, Range 14, East of the 3rd Principal Meridian, in Cook County, Illinois.

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".

Borrower covenants that Borrower is fully 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 Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay Lender on the day monthly payments are due pursuant to the Agreement, until all indebtedness hereby secured is paid in full and any commitment of Lender under the Agreement to extend any credit to Borrower shall be terminated, a sum ("Fund") equal to one-twelfth of: (a) annual taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds on the basis of current data and reasonable estimates of future escrow items.

Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower a charge. If the amount of the Funds held by Lender, together with the future monthly payments of Funds shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments required by Lender.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, the Property is sold or acquired by Lender, Lender shall apply any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of any fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under this Agreement.

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\*\* Subdivision of Block 41 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the 3rd Principal Meridian, in Cook County, IL.

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4. **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. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall make them on time directly to the person owed the payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards included with 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. Lender shall have the right to hold the policies and renewals.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a 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 Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of 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, whether or not due, with the excess, if any, paid to Borrower. If the Property is abandoned by 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, whether or not then due.

6. **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. If this Mortgage is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and fee title to the Property shall not merge unless Lender agrees to the merger in writing. 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 bylaws and regulations of the condominium or planned unit development, and constituent documents.

7. **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, the 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 attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 7, 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 7 shall require Lender to incur any expense or take any action hereunder.

If Lender requires mortgage insurance as a condition of making the Loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Lender may make reasonable inspections of the Property, provided that Lender shall give Borrower reasonable notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages in connection with any condemnation or other taking of the Property, are hereby assigned and shall be paid to Lender. In the event of a partial or total 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.

10. **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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any such successors or extend time for payment or otherwise modify any term of this Mortgage or the Agreement by reason of any demand made by the original Borrower or Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder 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 charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. 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.

13. **Successors and Assigns Bound.** 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. The term interest as used herein shall include all finance charges under the Agreement.

Any Borrower who co-signs this Mortgage but does not sign the Agreement: (a) is co-signing the Mortgage only to mortgage, grant, and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make accommodations with regard to the terms of this Mortgage or the Agreement without the Borrower's consent.

14. **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's address as stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

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15. **Governing Law; Severability.** This Mortgage shall be governed by the laws 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.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and Mortgage at the time of execution or recording.

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 \_\_\_\_\_ years from the date hereof, to the same extent as if such future advances were made as of the date of the execution of this Mortgage, although there may be no advance made at the time of execution of the 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 of recording, 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 per-cent of the Maximum Credit, plus interest, 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, excluding only taxes and assessments levied against the Property, to the extent of the maximum amount secured hereby.

18. 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, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any statement furnished to Lender by Borrower is found to be materially false. Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property, or an interest therein, is sold, transferred, encumbered, or conveyed by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, or (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to 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 attorney's fees, and costs of documentary evidence and title reports.

19. **Assignment of Rents; Appointment of a Receiver:** As additional security hereunder, Borrower assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender shall be entitled to enter 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 shall be first applied to payment of the costs of receiver's fees, premiums on receiver's 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 those rents actually received.

20. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to the Borrower.

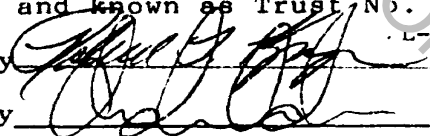

21. Borrower hereby waives all right of homestead exemption in the Property.

22. Borrower hereby waives any and all rights of redemption prior to or from the sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Borrower, and every person acquiring any interest in title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law.

Permanent Real Estate Index Number(s) : 17-16-306-006 17-16-306-021 17-16-306-022  
17-16-306-005 17-16-306-023 17-16-306-009  
17-16-306-018

This instrument was drafted by : C.E. Harrison, Esq.  
2100 Bannockburn  
Palatine, IL 60067

South Central Bank & Trust Co., Trustee  
under Trust Agreement dated Sept. 4, 1986,  
and known as Trust No. L-320 and Trust no.  
L-107, dated 10-27-92.

By:   
By: 

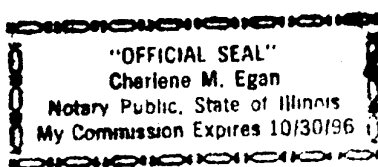
(Borrower)

"ANY INDEMNIFICATION OR HOLD HARMLESS  
AGREEMENT CONTAINED HEREIN IS UNDER-  
STOOD TO BE LIMITED TO THE EXTENT  
OF THE TRUST ASSETS."

"EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF"

STATE OF ILLINOIS  
COUNTY OF Cook

I, Charlene M. Egan, a Notary Public in and for said county and state, do hereby certify that  
Robert T. Evans and Adam (illegible) (person(s) known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and notarial seal this 28th day of Sept, 1993



RETURN TO:  
MR. TANAWAT MAHATHARADOL  
SIAH COMMERCIAL BANK U.P.  
181 W. MADISON ST. # 3500  
CHICAGO, ILL. 60602

93-0-1-336

Property of COOPER

EXCULPATORY RIDER

Signature of SOUTH CENTRAL BANK & TRUST COMPANY of Chicago, as Trustee, under Trust # L-300 Trust  
Paul J. Hoff

attached to and made a part of following document: Trust Agreement of South Central Bank & Trust Co., of Chicago

This Trust is executed by the undersigned, South Central Bank and Trust Company of Chicago not individually but solely as Trustee, as aforesaid, and said trust agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this agreement shall be payable only out of the trust property which is the subject of this agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or agreement herein contained, either expressed or implied, or for the validity or condition of the title to said property, or for any agreement with respect thereto, and their respective successors and assigns.

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BY: Paul J. Hoff  
TRUST OFFICER

South Central Bank and Trust Co. of Chicago  
as Trustee as aforesaid and not individually

Office