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Saite Stant Northbrook Boufty Line of Credit Mortgage

/201-013345-4

This Equity Lin: or 4 risht Mortgage is made this 9th day of April, 1993 between the Mortgagor, JAMES E. STELTER AND SUSAN C. STELTER, HIS WIFE AS JOINT TENANTS (Herein Berrower'), and the Mortgagee, LaSaile Bank Northbrook, a state banking association whose address is 1200 Shormer Road, Northbrook, Ellinois, 60062 (Herein "Lender").

Whereas, Received and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated April 9, 1893 pursuant to which Shall not in the aggregate outstanding principal balance exceed \$50,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in principals to below. ("Lennes"), Interest on the Loans borrowed pursuant to the Agreement is payable at the into or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Lender und Borrower, all revolving leans outstanding under the Agreement of 15, 2000 (the "Maturity Date") together with interest thereon, may be declared due and payable ain demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repeated by April 5, 2013 (the "Final Maturity Date").

To Secure to it rates the repayment of the Loans made pursuant to the Agreement as amended or modify, with interest thereon, the payment of all other sums, with interest thereon, advanced in professions to profession 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, as not convex to Lender the fullowing described property located in the County of COOK, State of Illinois:

. MOT 35 IN BLOCK ON WINTON PARK NW UNIT #1, BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, BAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, BLANOIS.

MINI: 02-13-403-034

DECT-51 RECORDINGS

\$23.00

T#9999 TRAN 7749 64/16/93 10:20:00

oh has the seldress of 1452 MICHPLE DRIVE, PALATINE, ILLINOIS 60057 (Steroin *Property Address*);

另一位是一位的现在分词 Together with of the improver on any on horeafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, nil and may rights, and on the property and electric stock, and all fixtures now or he patter attached to the property, all of which, including replacements and additions thereto, shall be decined to be and refusired a patter of the property covered this Mortgage, and all of the foregoing, together with said property (or less choid estate if this Mortgage is on a less choid) are herein referred to as the "Property".

Borrower does that Borrower is la very desired 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 decising, subject to any two tigages, declarations, essentiated in a schedule of exceptions to coverage in any title insurance policy insuring lander's interest in the Property.

Covenants. Borrower and Londor covenant and ourse an follows:

- 1. Payment of Principal and Interat. Borrower shall are aprily pay when the the principal and interest on the Loans made pursuant to the Agreement, together with any fees and charges as proin the Agreement
- 2. Application of Payment. Unless applicable law provides oth; we c, all payments received by Lender the Agreement and paragraph I hereof made shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to by re-c, fees and charges payable pursuant to the Agreement, then to the principal of Louis outstanding under the Agreement.
- 3. Charges: Lieux. Borrower shall pay or cause to be raid all taxes, access near section and other charges, fines, and impositions attributable to the Property which may stain a priority over this Mortgage, and leavehold payments or ground rents, if any, including all payments due, ander my 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 lieu which has priority over this Mortgage, except for the lieu of any mortgage disclosed by the out-marrance policy insuring Lender's interest in the Property. For ided, that Borrower shall not be required to discharge any such lieu so long as Borrower shall agree in writing to the payment of the shipation secured by such len in a manner acceptable to lender, or shall in good faith contest such lion by, or defend enforcement of such a lieu in, legal proceedings which operate to prevent the enforcement of the lieu or forfeiture of the Property or any par the reof.
- 4. Trazerd Insurance. Borrower shall keep the improvements now existing or hereaft.....ected on the Property insured against loss by fire, hazards included with the term "extended coverage", and each other barards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the at touch of such coverage exceed that amount of coverage required to pay for the sums secured by this Mortgage and any other mortgrige or, the Property.

 The mounts corresponding the insurance shall be chosen by Borrower subject to approval by Let Jor; provided, that such approval hall not be unreasonably withhold. All premiums on insurance polarize whall be past as a timely manner.

 All insurance making the most of the sums and the mortance in the sums and the most of the sums are the transfer of the sums and the most of the sums are the transfer of the sum are the transfer of the sums are the transfer of the sum are the sum of the sum are the transfer of the sum of th

policies shall be past as a timely manner.

All unaurance policies and renewal thereof shall be in form acceptable to Lender and shall include, sto dard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Be renewed shall premptly turnish to Lender all renewal notices and all receipt of paid premiums. In the electronic property loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss in not made promptly by Borrower.

Unless Lender and Horrower otherwise agree in writing, issuesance proceeds shall be applied to restorate an electronic proceeds and the security of this Mortgage is not thereby impaired. If such restoration or repairs is not economically fee able or if the security of this Mortgage would be inquired, the insurance proceeds shall be applied to the same secured by his Mortgage, with the excess, if any, paid to Borrower. If the Property is ables in the Sorrower, or if Borrower fells to respond to Lender within 30 days from date outles is marked by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Let der is authorized to collect and apply the insurance proceeds at Lender's option either to restoration and repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such acceleration of proceeds to principal shall not be controlled to date of any payments due under the Amennet of Amennet of the Amennet of

Unless Lender and Burrower otherwise agree in writing, any such application of proceeds to principal shall not extend or perform the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Forrover in and to any insurance policies and in and to the proceeds thereof coulding from damage to the Property prior to the sale or acquisition, shall pass to Londer to the extent of the sums secure. by this Mortgage immediately prior to such sale or acquisition.

- 5. Proservation and Maintenance of Property: Leasabolds; Condominiums; Planned Unit Developments. Borrower shall or p. the Property in good repair and shall not commit waste or permit impartment 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 declarations or coverants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development planned unit development and recorded together with this Mortgage, the coverants and agreements of such rider shall be incorporated into and shall amend and supplement the coverants and agreements of such rider were a part hereof.
- 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 continued 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, emment domain, insulating, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's optic is up in notice to Borrower, may make such apparatures, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonal le atto ney's fees and entry upon the Property to make removes.

to make require.

Any arrivants seed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this. Mo gage, Unless Borrower and Lender agree to office ferms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting pryment thereof, and shall bear interest from the date of disbursement at the rate payable from time to tune on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or the large payable from time to tune on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or the large payable from time to tune on outstanding principal under the Agreement.

- 7. Importions Lander may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower nade point to any such inspection specifying reasonable cause therefor related to Londor'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 time of maintaining, are hereby resigned 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 alreadyned by Borrower, or if, after notice by Londor to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender on 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 repaid of the Property or to the sums secured The property of the Cate such notice is mailed. Lender is authorized to collect and apply the processes, as a supply the Mortgage.

Unless Lender and Horrower otherwise agree in writing, any such application of proceeds to principal shall not exceed or postpone the due date of any payment due under the Agreement or change of firsts opening.

- 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 related, or any manner, the liability of the original Borrower and Forewer's successors in interest. Lender shall not be required to commence proceedings against such successors 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. Europearance by Xender Not a Waiver. Any fortenance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, should be a waiver of any much 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 right to acceptant the maturity of the agreement secured by this Mortgage.
- 11. Remedies Constitute. All remedies provided in this Mortgage are distinct and cumulative to any other right or remody under this Mortgage or afforded by law or equity, and may be exercised concurrently, hadependently or successively.

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- 12. Successors and Andgre Bound; Joint and Several Liability; Captions. The coverants and agreements berein contained shall bind, and the rights bereunder shall income to the respective reasors and assigns of Lender and Borrower. All coverants and agreements of Borrower shall be juint and several. The captions and headings of the paragraphs of this Mortgoge and for convenience y and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Serrower provided for in this Mortgage shall be given by mailing such notice to Serrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return recept requested to Lender's address stated herein or to such other address as Londer may designate by notice to Serrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Serrower or Lender when given in the manner designated herein.
- 14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that may provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict hall 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 agreement and to the agreement are declared to be agreement.
 - 15. Berrower'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. Revolving Crudit Luan. 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 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 the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lies 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 of the country 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 (lexiteding distursements which the Londer may make under this Mortgage, the Agreement, or any other document with respect at any one time outstanding shall not exceed a maximum principal amount of \$50,000.00 plus interest thereas and any distursements made for payments of taxes, special assessments or insurance on the Property and uniterest to such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount accurred hereby"). This Mortgage shall be valid and have priority over all subsequent lions and encumbrances, including statutory lices, excepting solely taxes and assessments levied on the Property, to the extent of the maximum sincant secured bereby.
- 17. Termination and Acceler 1.11. Lender at its option may terminate the availability of loans under the Agreement, declars all amounts owed by Berrower to Lender under the Agreement to be immediately due and psyable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and accured by this Mortgage, (b) Borrowers actions or inactions adversely affects and of the Lender's security for the indebtedness accured by this Mortgage, or any tight of the Lender is the Property or other security for the indebtedness accured by this Mortgage, or (a) any application or statement furnished by Borrower to the Lender is found to be materially fails. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or at interest therein is sold, transferred, consumbtened, or convoyed by Borrower without Lender's prior written consent, accluding the oresting of a lion or encumbrance subordinate to this Mortgage, (b) 'sor ower fails to comply with any covenat or agreement in this Mortgage or the Agreement. If it becomes necessary to force lose this Mortgage in the Agreement and indicated to the desired of contract of the contract of the contract of the contract of the property.
- 18. Transfer of Ownership. If all or any rart of the Property or any interest in it is sold or transferred (or if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without Lender's print witten consent, Lender may, at its option, require immediate payment in full of all sums a cured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by fedral law as of the date of this Mortgage.

19. Assignment of Renta; Appointment of Receiver: Ander to Possentian. As additional country hereunder, Borrower hereby assigns to Leader the rents of the Property, provided that Borrower shell. Prior to acceleration under paragraph 17 here if or abandonment of the Property, have the right to collect and retain such rents: a they become due and payable. Upon acceleration under paragraph 17 here of or abandonment of the "coperty, at any time prior to the expiration of any period of redemption folk wing judicial sale, Lender, in person, by agost or by judicially appointed receiver, shall be entitled to enter upon, take possenting of manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender of the receiver shall be applied first to payment of the costs of it mange ment of the Property and collection of rents, including, but not limited to 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 the rents actually received.

20. Walver of Homestead. Borrower hereby waives all right of homestead

My Commission Expirer

executed this Mortgage.

STATE OF ILLINOIS COUNTY OF COOK 1

AMES E STELTER

1. The Undersigned , a Notary Public in and for said county and state, do hereby certify that JAMES E. STELTER /AD SUSAN C. STELTER, HIS WIFE AS JOINT TENANTS personally known to me to be the same personals whose name(s) are subscribed to the foregoing instrument, appeared before me if a d y in person and acknowledged that they signed and delivered the said instrument as their free and voluntary set. for the uses and purposes therein set forth. Sin (in per)

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hand and notarial scal, this 5th day of April, 1993.

THIS OCCUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO: MARY K. REGULA LASALLE BANK NORTHBROOK

1200 SHERMER ROAD NORTHBROOK, ILLINOIS 60052

MARY K. REGULA MY COMMISSION EXPIRES

SEAL