

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Borrower has executed this Mortgage

X Richard A. Cosgrove  
Richard A. Cosgrove Borrower  
Type or Print Name

X Francine A. Cosgrove  
Francine A. Cosgrove Borrower  
Type or Print Name

STATE OF ILLINOIS  
COUNTY OF

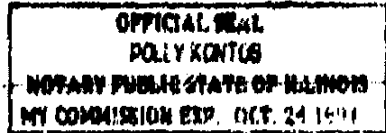
COOK  
POLLY KENTOS

SS

I, Polly Kentos, a Notary Public in and for said county and state, do hereby certify that Richard A. Cosgrove and Francine A. Cosgrove, his wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that I he y signed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth.  
Given under my hand and notarial seal, this 6th day of February 1991

Polly Kentos  
Notary Public

My Commission Expires



NOTARY PUBLIC STATE OF ILLINOIS  
COOK County Clerk's Office

*mail to*

This Instrument Prepared By:  
Personal Banking Services Division - Harris Trust and Savings Bank

111 West Monroe Street  
Chicago, Illinois 60690

94411572

91082489

BOX 333

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TOGETHER with all the improvements, now or hereafter erected on the property, and all assessments, rights, appurtenances, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all other things in anywise attached to the property, including improvements and additional benefits, shall be deemed to be and remain a part of the property covered by this Mortgage, and shall be deemed to be and remain together with said property.

(Which has the address of (herein "Property Address")

1710 Walnut, Park Ridge, IL 60068

15.00

This shall be an amendment and restatement of the Home Line Credit Mortgage dated March 9, 1987 between Lender and Borrower.

COOK COUNTY, ILLINOIS  
MAY - 5 11:18 AM '88  
94411872

PERMANENT INDEX NUMBER: 09-22-421-025

LOT 208 IN BLOCK 7 IN L. R. MC DONALD'S PARK RIDGE NORTH, BEING OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE EAST 165 FEET OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE EAST 165 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 22 AFFORSAID IN COOK COUNTY, ILLINOIS.

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.

WHEREAS, Borrower and Lender have entered into a Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated February 9, 1991 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$100,000.00. The "Maximum Credit" plus interest thereon shall not in the aggregate be payable at the rate and at the times provided for in the Agreement. After March 9, 1991 (the "Expiration Date") all sums outstanding under the Agreement may be included due and payable, together with interest thereon, unless Lender agrees to extend such Expiration Date, in any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by March 9, 2009 (the "Final Maturity Date").

This Home Line Credit Mortgage is made this 9th day of February, 1991 between the Mortgagee, Richard A. Cosgrove and Francine A. Cosgrove, his wife (herein "Borrower"), and the Mortgagee, Harris Trust and Savings Bank, an Illinois banking corporation whose address is 111 West Monroe Street, Chicago, Illinois 60604 (herein "Lender").

HOME LINE CREDIT MORTGAGE

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This is being re-recorded to correct the legal description.

7199736 Mortgage no 71

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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.

Unless Lender and Borrower otherwise agree in writing, any 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.

**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 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. 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 right 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. 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.

**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 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 stated herein 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 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 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.

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

**16. Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan unless and until pursuant to the Agreement such loan is converted to an installment 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, in any amount 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 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 one hundred fifty percent of 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.

**17. Termination and Acceleration.** 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 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 application or statement furnished by Borrower to the Lender is found to be materially false. The 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 without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (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 attorneys' fees, and costs of documentary evidence abstracts and title reports.

**18. Assignment of Rents; Appointment of Receiver; Lender In Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, 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 past 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 receiver's bonds and reasonable attorneys' 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.

**19. Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

**20. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

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of the Property. The proceeds shall be applied to the satisfaction of the mortgage in the order of priority indicated in the mortgage instrument.

**8. Condemnation.** In the event of any condemnation or other taking of the Property or part thereof, the lender shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

**7. Inspection.** Lender may make such inspections as it deems necessary to protect its interest in the Property. Lender shall give Borrower notice prior to any such inspection and shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

Nothing shall prevent Lender from making such inspections as it deems necessary to protect its interest in the Property. Lender shall give Borrower notice prior to any such inspection and shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

Any amounts due to Lender shall be paid to Lender in full at the time of the maturity of the mortgage. Lender shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

**6. Protection of Lender's Security.** Lender shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

**5. Preservation and Maintenance of Property.** Lender shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

**4. Hazard Insurance.** Lender shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

**3. Charges, Liens.** Lender shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

**2. Application of Payments.** Lender shall be entitled to the proceeds of any condemnation or other taking of the Property or part thereof in the order of priority indicated in the mortgage instrument.

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement together with any fees and charges as provided in the Agreement.

## COVENANTS

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 exceptions to conveyance in any title insurance policy insuring Lender's interest in the Property.

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