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AMITY FEDERAL BANK FOR SAVINGS HOME EQUITY CREDIT LINE MORTGAGE

Loan No. 1158-6-9

This Home Equity Credit Line Mortgage is made this 6th day of May, ⁹⁴ between the Mortgagor, Dorla R. Barker Trust dated November 11, 1991 (herein "Borrower") and the Mortgagee, Amity Federal Bank For Savings of Tinley Park, a Corporation organized and existing under the laws of the United States of America whose address is 7151 West 159th Street, Tinley Park, Illinois 60477 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Amity Federal Bank For Savings Home Equity Credit Line Agreement (The "Agreement") dated May 6 1994, pursuant to which Borrower may from time to time until May 15, 2004, borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 50,000.00, 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 May 31, 2004 (the "Final Maturity Date") all sums outstanding under the Agreement, together with interest thereon, are due and payable.

TO SECURE to the 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 _____, State of Illinois:

Lotn 9, 10 11 and Northwesterly 10 feet of Lot 12 In Block 2 In Chicago Ridge,
a subdivision of the Northwest 1/4 of Section 17, Township 37 North, Range 13
East of the Third Principle Meridian in Cook County, Illinois.

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which has the address of 6351 West Birmingham Chicago Ridge, Illinois 60415 (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) and 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.

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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 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 successor's 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 to 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 the 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 10 years from 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 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, 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 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) **Events of Defaults:** This agreement shall be in Default if (a) you fail to make any payment due hereunder, (b) you fail to comply with the terms of the Agreement or the Mortgage, (c) any application or statement furnished by you is found to be materially false, (d) you die, (e) the Lender reasonably believes that the Property has declined substantially in value, (f) any other act or event occurs by reason of which the Lender reasonably deems itself insecure, (g) you fail to furnish personal financial information upon request of the Lender from time to time, (h) your outstanding balance due exceeds the principal sum stated as maximum credit, (i) Lender receives actual knowledge that you have omitted material information in the credit application, (j) you become insolvent, (k) you further encumber the property, (l) you default or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation with a priority right of payment over Lender and whose lien appears to have priority over the Credit Line Mortgage. 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. If any proceeding is commenced by or against you under the bankruptcy laws, all outstanding Loans and accrued Finance Charges shall be immediately due and owing, and the Account shall be automatically terminated. If it becomes necessary to commence legal proceedings to collect any balance in the Account or to enforce the Collateral or Mortgage, you will be required to pay the Lender's attorneys' fees and court costs.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the date such notice is mailed, Lender is authorized to collect and apply the proceeds, in Lender's option, either to restoration or repair of the property or to the sum or settle a claim for damages, or it, after notice by Lender to Borrower that the date such notice is mailed, Lender is required to collect and apply the proceeds, in the event of a loss or partial taking of the Property, the proceeds shall be applied to the sum or settle a claim for damages, or if any other damage or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to the Lender by this Mortgage, with the excess, if any, paid to Borrower.

B. 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, for condemnation, shall be applied to the sum or settle a claim for damages, or if any other damage or part thereof, or for conveyance in lieu of condemnation, are hereby assigned to the Lender by this Mortgage, with the excess, if any, paid to Borrower.

7. Lenders shall give Borrower notice prior to any such inspection specifically regarding reasonable cause related to Lender's interest in the Property, provided that Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall be liable to pay all expenses of such inspection.

8. Protection of Lender's Security. If any amounts disbursed by Lender pursuant to this paragraph to Lender's security interest in the Property, including any amount disbursed by Lender to Borrower and Lender agrees to settle terms of payment, such amounts, such monies, shall become additional indebtedness of Lender to Borrower upon notice from Lender to Borrower requesting payment, and shall bear interest from the date of disbursement at the rate payable upon notice to Lender to Borrower and Lender under the Agreement. Noting consideration in this paragraph shall be liable to pay all expenses of reasonable attorney's fees and entry upon the Property to make repairs, but not any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs.

9. Protection of Lender's Security. If any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs, including any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs, but not any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs.

10. Any action or proceeding relating to or concerning the conveyances and agreements of this Mortgage, the conveyances and agreements of this Mortgage, the conveyances and agreements of such title or interest in and shall be liable to pay all expenses of reasonable attorney's fees and entry upon the Property to make repairs.

11. Protection of Lender's Security. If any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs, including any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs.

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19. Protection of Lender's Security. If any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs, including any amount disbursed by Lender to Borrower and Lender's security interest in the Property to make repairs.

COVENANTS. Borrower and Lender covenant and agree as follows: