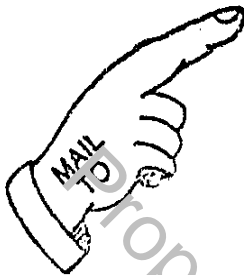


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This document prepared by: ELGIN STATE BANK
500 Dundee Avenue
Elgin, Illinois 60120



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COOK COUNTY RECORDER

MORTGAGE

This HOME EQUITY LINE OF CREDIT is made this 23rd day of June, 1994, between the Mortgagor, James B. Mansfield and Karen L. Mansfield, his wife (herein "Borrower"), and the Mortgagee, THE ELGIN STATE BANK, an Illinois banking corporation, with its main banking office at 500 Dundee Avenue, Elgin, Illinois 60120 (herein, "Lender"). *(Tenants by the Entirety)

WHEREAS, Borrower has entered into a Promissory Note and Line of Credit Agreement (the "Note") dated June 23, 1994, pursuant to which Borrower may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 100,000.00 (the "Credit Limit"), plus interest thereon, which interest is payable at the rate and at times provided for in the Note. All amounts borrowed under the Note plus interest thereon are due and payable five years after the date of this Mortgage;

Now, THEREFORE to secure to Lender the repayment of the Credit Limit, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, Borrower does hereby mortgage, grant, warrant, and convey to Lender the property located in the County of Cook, State of Illinois, which has a street address of 5 Loch Lane, South Barrington, Illinois 60010

(herein "Property Address") legally described as:

Lot 12 in Greensward Unit Two Subdivision of part of the East 1/4 of the Southwest 1/4 of Section 23, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

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5. Preservation and Maintenance of Property; Leases; 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 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 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. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due dates of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by the Bank, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if 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, with excess, if any, paid to the Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from 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 the Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld). All premiums on such policies shall be paid in a timely manner. 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. Borrower shall promptly furnish to Lender all renewal notices and all receipts for 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.

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 that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the property that may attach to this Mortgage, including but not limited to ground rent, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring the Lender's interest in the Property (the "First Mortgage"), if any. Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the Lender, or shall in good faith contest such lien by, or cease enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of amounts payable to the lender by Borrower under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

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

COVENANTS. Borrower covenants and agrees as follows:

Borrower covenants the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that the 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 the Bank's interest in the property.

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 all fixtures now or hereafter attached to the property covered by this Mortgage; and all the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Credit Limit, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursement (all such disbursements being made or referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

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18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Lender at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, 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 attorney's fees, and cost of documentary evidence, abstracts, and title report.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

19. 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 18 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 18 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 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. Release. Upon payment in full of all amounts 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 of the release, if any.

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

22. Notwithstanding anything to the contrary in section 18 of this Mortgage or in the Note, the Lender shall notify the Borrower at least 30 days prior to instituting an action leading to repossession or foreclosure (except in the case of the Borrower's abandonment of the Property or other extreme circumstances).

23. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor or any Co-Maker, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

James B. Mansfield
Borrower James B. Mansfield

Karen L. Mansfield
Borrower Karen L. Mansfield

State of Illinois }
County of Kane } SS

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that James B. Mansfield and Karen L. Mansfield personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared 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 therein set forth.

Given under my hand and official seal, this 23rd day of June, 1994.

My commission expires



Mary H. Mocko
NOTARY PUBLIC

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