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HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 24th day of June, 1994, between the Mortgagor, James A. Lupo Jr., Married to Joy C. Wykowski, and James A. Lupo Sr., A Widower, As Joint Tenants (herein "Borrower"), and the Mortgages, Harris Trust and Savings Bank, an Illinois banking corporation whose address is 111 West / Monroe Street, Chicago, Illinois 60690 (herein "Lender").

WHEREAS, Sorrower and Lender have entered into a Harris Bank Home Line Cradit Agreement and Disclosure to Statement (the "Agreement") dated June 24, 1994, pursuant to which Borrower may from time to time horrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$23,000.00 the "Maximum Cradit" plus interest. Interest on the nums borrowed pursuant to the Agreement in physhio at the rate and at the times provided for in the Agreement After June 24, 1999 (the "Expiration Date") all sums outstanding under the Agreement may be declared due and psyshie, together with interest thereon, unless Londer agrees to extend such Expiration Date, in any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by June 24, 2014 (the "Final Maturity Date").

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 herswith 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 properly located in the County of Cook, State of Illinois:

THE SOUTH 1/2 OF LOT 19 IN BLOCK 3 IN "DES PLAINES GARDENS", BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLI 1013.

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Which has the address of 321 Second Avenue, Des Plaines, Illinois 60016 (herein *Property Address);

TOGETHER with all the improvements now or hereafter srected on the property, and all easements, rights, appurtenances, rents, royalties, minura), oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, nil of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and nil of the toregoing, together with said property, (c. lessehold estate if this Mortgage is on a laneshold) are fremen referred to as the "Property."

Borrower coverants that Borrower is tawfully arrand of the eatet hereby convoyed and has the right to mortgage, grant and convey the Property, and that 3 mover will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, enuments or restrictions listed in a satisficial of exceptions to coverage in any title, resurance 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 indebtedness incurred pursuant to the Agreement, together with any tens and charges as provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all juryments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charges; Liene. 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 Mortia jo, and Innustrate payments or ground rents, if any, including all payments due under any mortgage disclorer, by the title insurance policy insuring Lander's interest in the Property. Borrower shall, upon request of time, promptly turnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any time, pich has priority over this Mortgage, except for the tien of any mortgage disclosed by the title insurance policy including Lander's interest in the Property; provided, that Borrower shall not be required to discharge any such tion to long as Borrower shall agree in writing to the payment of the obligation decued by such lian in an animal acceptable to Lander, or shall in good faith contest such lian by, or detend enforcement of such lian in, [9]] proceedings which operate to prevent the enforcement of the lian or forfeiture of the Property or any mind thereof.

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4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against lose by line, hazards included within the term "extended coverage," and such other hazards he 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 an insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgings clause in favor of and to form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal nutices 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 Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of the 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 would be impaired, the insurance 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 Borrower rails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that thin insurance partier 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.

Unless Lender and Bryower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone that due date of any payments due under the Agreement, or change the amount of such payment. It under paragram 17 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insulance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale of acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale of acquisition.

- 5. Preservation and Maintsdance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrow or shall keep the Property in good repair and shall not commit waste or parmit impairment or deterioration to the Property and shall comply with the provisions of any lease if this Merigage is on a leasehold. If this Merigage is on a unit in a condominium or a planned unit development, the declaration or coverants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development. If a conformation or planned unit development data is executed by florrower and recorded together with this Merigage, the coverance and agreements of such tides shall be encorporated into accluding and and supplement the coverance and agreements of the Merigage as if the sides were a part hereof.
- Protection of Lender's Sacurity. If Borrower or is to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding to 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, insolvancy, code enforcement, or arrangements or proceedings involving a bindropt or decedent, then Lender at Lender's option, upon notice to Porrower, may make such appearances, disburse such sums and take such action as is necessary to protect content, including, but not limited to disbursement of reasonable afformacy test and entry upon the Propert to riske repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and ender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requering payment thereof and shall bear interest from the date of disbursement at the rate payable from time to tring or outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Lender to Incurany expense or take any action herounder.

- 7. Imaportion Londer may mike or classe to be made reakonable entries upon and impactions of the Property, provided that Londer shall give Borrower notice prior to any such inspection specifical reasonable cause therefor related to Londer'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 (a) of condemnation, are timely assigned 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.

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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 cisim for damages, Borrower lasts 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, within to restoration or repair of the Property or to the sums secured by this Mortgage.

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Unless Lendar 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.

- Sorrower Not Released. Extension of the time for payment or modification of any other term of the Agraement 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's successors in interest.
- 10. Forbearance by Lender Not a Walver. 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 Londer's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedire Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remed; under this Mortgage or alforded by law or equity, and may be exercised concurrently, independently or accessively.
- 12. Successors of Assigns Bound; Joint and Several Liability; Captions. The covenants and agraements 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 dufine the provisions hereof.
- 13. Notice. Except for any notice required under applicable law to be given in unother 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 Actiess 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 cartified mail, notice provided for in this Mortgage shall be deemed to have been given 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 delignated herein.
- 14. Governing Law; Severability. This Montage 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 on 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 contoured copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Revolving Credit Loan. This Mortgage is given to secure r 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 r to advance are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years for: the date hereof, to the same extent as if such future advances were made on the date of the execution of the Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may on no indebtedness secured hereby outstanding at the time any advance is made. The tien of this Mortgage, shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling 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 Agreen and, or any officer document with respect thereto) at any one time outstanding shall not exceed one hundred titly pursent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special a sessionate or insurance on the Property and interest on such disbursements (all such indebtedness bong inscrinalter subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments as the Property, to the extent of the maximum amount secured hereby.

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1.7. 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) Dorrower talk its make any payment due under the Authorithm accured by this Mortgage, (b) Botrower 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 of 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 talse. 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 defaults under any credit instrument or mortgage evidencing or securing an obligation whose lien has any priority over the tien created by this Mortgage (c) 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 foreclosure, including but not limited to reasonable attorneys' fees, and costs of documentary evidence abstracts and little reports.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Burrower hereby assigns to Lender the reuts 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 totain 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 received, shall be chilled to enter upon, take possession of and manage the Property and to collect the rents of the Propurty 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 less, prer iums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender a gifte receiver shall be liable to account only for those rents actually received.

Release. Upon payment of all sums secured by this tortgage and termination of the Agreement Lender shall release this Morigage vitt out charge to Borrower. Lewer shall pay all costs of recordation, if any,

Waiver of Homestend. Borrower negeby waives all rights of homestead exemption in the Property IN WITNESS WHE HE OF, Borrower Serve cuted this Mortgago Lupo Jr Borrow ar James A. Lupo Si Borrower waive Homestead Rights, STATE OF ILLINOIS COUNTY DOM Notary Public in and for said county and state, do hereby certify that James A. Lupo Jr., James A. Lupo Sr. and Joy C. Wykowski, personally known to me to be the same personal, whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledge, that The Y signed and delivered the said instrument as The Research voluntary con for the uses and purposes slaned and therein set forth hand and notarial seal, this 15 21 Given under my day of "OFFICIAL EAL"

LaSonia K. Elis

Notary Public, State of Illinois

My Commission Expue. 1724/96 My Commission Expires Notary Public This Instrument Prepared By: | Gul TO | | Nancy M. Schneider - 111/3E

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