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BANK OF LINCOLNWOOD
1433 W. TOUCHY AVE. LINCOLNWOOD, ILLINOIS 60066
REVOLVING CREDIT MORTGAGE
HOME EQUITY LOAN PROGRAM—Individual Form

THIS MORTGAGE is dated as of August 5, 19 94, and is between Theodore A. Bohigian & Diane Bohigian, his wife (hereinafter individually and collectively referred to as "Mortgagor" and BANK OF LINCOLNWOOD, and Illinois banking association, 4433 W. Touhy Avenue, Lincolnwood, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note (the "Note") dated the same date as this Mortgage payable to the order of Mortgagee in the principal amount of \$ 25,000.00 (the "Line of Credit"). Accrued interest on the Note shall be due and payable monthly beginning the 20th day of the first month after the date hereof, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest (the "Account Balance") shall be due and payable at maturity (defined below). Interest on the Note shall be charged and payable at the rate of one (1%) percent in excess of the Prime Rate (defined below).

Interest after Default (defined below) or Maturity (defined below) on the Account Balance shall be charged at a per annum rate equal to four (4%) percent in excess of the Prime Rate. Mortgagor has the right to prepay all or any part of the Account Balance at any time without penalty.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook and State of Illinois legally described as follows:

DEPT-01 RECORDING #23.50
T80012 TRAN 8997 08/15/94 14:21:00
00509 BK #94-723045
COOK COUNTY RECORDER

which is referred to herein as the "Premises," together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, water, electric, sewerage, telephone, cable, and other utilities located on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used for supplying heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all stoves, washers, dryers, steam, electric and gas ovens, floor coverings, awnings, closets and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a part of the security for the Liabilities.

This Note evidences a revolving credit line provided in Illinois Revised Statutes Chapter 17, Paragraph 1405. The lien of this Mortgage secures payment of any revolving indebtedness and future advances (or "Advances") made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any Advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any Advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all moneys, whether or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, royalties, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money, as advanced now or for security under any and all provisions of the future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when they are payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a Default shall occur or an event shall occur which under the terms hereof give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect the above and every such advance.

Further, Mortgagor does hereby expressly waive and release all legal and equitable claims and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall promptly repair, restore or replace any buildings, or improvements, now or hereafter on the Premises which may become damaged or be destroyed, or keep the Premises in good condition and repair, and, except for this Mortgage, free from any mortgages, liens, security interests, liens, or claims for lien, (i) pay, when due, any indebtedness, which may be secured by a mortgage, lien or charge on the Premises including any installment payments due thereunder, and upon request, exhibit satisfactory evidence of such payment and perform and comply with all covenants contained in any such mortgage, lien or charge, (ii) comply within a reasonable time after the end of building now or at any time in process of construction upon the Premises, (a) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises, (b) make no material alterations in the Premises, except as required by law or ordinance and make no such alterations have been previously approved in writing by the Mortgagee, (c) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay when due and before any penalty attaches, all personal taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder, Mortgagor may pay in full under protest in the manner provided by statute, and tax, assessment or charges, which Mortgagor may desire to contest prior to such tax, assessment or charge becoming due.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagor agrees, without Mortgagee's prior written consent, not to incur, perform or accept any repayment, discharge or compromise of any rent or release any bond from any obligation at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings exercised of the power of eminent domain, or the taking of the Premises for public use, are hereby transferred, assigned and shall be paid to Mortgagee, and such awards or any part thereof may be applied by Mortgagee, after the payment of all of the Mortgagor's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby, and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid receipts and to accept from any such award.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Every right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising or attempting to exercise any remedy or right, as long as Default shall impact any such remedy or right, or shall be construed to be a waiver of any such remedy or right, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised, either concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagor shall keep the Premises, and all buildings, and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail, explosion and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings, and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail, explosion and malicious damage and such other hazards as may from time to time be designated by Mortgagee. The cost of such insurance shall be for an annual term and shall not be paid in full the costs of replacing or repairing the insured property and equipment on the Premises and any amount less than the principal amount of the Note.

7. Mortgagor shall maintain all buildings and improvements on the Premises in an amount of which is acceptable to Mortgagee. All policies shall be maintained in full force and effect by Mortgagee. Each insurance policy shall be payable in case of loss or damage to Mortgagee. Each insurance policy shall be maintained in full force and effect by Mortgagee. Each insurance policy shall be payable in case of loss or damage to Mortgagee. Each insurance policy shall not be cancellable by the insurer without at least 30 days prior written notice to Mortgagee.

8. In case of Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder, or pay from any source deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal and interest on any such payments. Loss of or any interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any claims or other lien or the claim or release from any tax sale or foreclosure affecting the Premises or contest any tax or assessment. All charges and expenses for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien thereof, plus reasonable compensation to Mortgagee for each of the foregoing which is hereunder authorized may be taken, shall be so much additional indebtedness secured hereby and shall be immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. The right of Mortgagee shall never be considered as a waiver of any right accrued to Mortgagee on account of any Default hereunder or in part of Mortgagee.

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8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party charging such bills without inquiry into the accuracy or validity of such bill, statement or estimate and into the validity of the bills, assessments, security interest tax, assessment, sale, forfeiture, tax lien or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and/or any other liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note. Default under the Note or any other Loan Documents shall constitute a Default under this Mortgage.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. "Default" or "event of Default" means any one or more of the following events: (i) there is fraud or misrepresentation by the Mortgagor (or any Guarantor) in connection with the Line of Credit; (ii) the Mortgagor (or any Guarantor) fails to meet the repayment terms of the Note or the Liabilities for any outstanding balance; or (iii) any action or inaction by the Mortgagor (or any Guarantor) adversely affects the Mortgagee's security for the Line of Credit or any right of the Mortgagee in such security.

12. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker or Guarantor of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore now or hereafter arising or owing, due or payable, however created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary joint or several, together with attorneys' and paralegals' fees relating to protecting and enforcing the Mortgagee's rights, remedies and security interests including the Mortgagee's rights, remedies and security interests hereunder or under the Note or under any of the Liabilities, including advising the Mortgagee or drafting any documents for the Mortgagee at any time.

13. "Prime Rate" means the highest rate of interest published in The Wall Street Journal in the "Money Rates" column each business day as the "Prime Rate" for the preceding business day. The Prime Rate may be adjusted without notice by the Bank to the underlined. Any change in the Prime Rate will be applicable to all the outstanding indebtedness under the Note whether from any part or future Advances or in the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Prime Rate shall be the interest rate published in The Federal Reserve's "Federal Reserve Bulletin" in the "Bank Prime Rate" interest rate for each business day.

14. "Maturity" means the expiration of five years from the date of the date of it. The day when the Mortgagee becomes due and declares the Maturity of the Line of Credit to be due and payable pursuant to a Default. By agreement of the Mortgagor and Mortgagee, the Maturity of the Note and this Mortgage may be changed.

15. "When due" shall include, but not be limited to, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage, or any part to foreclose the lien of this Mortgage, there of all be allowed and included as additional indebtedness in the judgment of foreclosure, all expenses and interest which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, surveys for documentary evidence, topographical charges, appraisers' fees, interest, taxes, recording fees, and costs of preparing all abstracts of title, title searches and examinations, title insurance policies, termite certificates, tax and assessment fees, and similar data and charges, as well as other costs as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure or to maintain a judgment at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosing judgment may be included by Mortgagee. All expenditures or expenses mentioned in this paragraph, whether incurred or paid by Mortgagee shall be in addition to the interest due and payable and shall be deemed to be due and payable. Mortgagee's interest shall be calculated on the unpaid principal balance of the Note. The paragraph shall apply to any respondent or expert retained or paid by Mortgagee or retained by Mortgagee in connection with (a) any proceeding involving will, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by any one of the Mortgagor or any indebtedness, to and hereby, (b) any preparation for the commencement of any suit for the foreclosure of the Mortgage after a final of the right to foreclose whether or not actually commenced or proposed, for the commencement of any suit to effect upon or enforce a provision of the Note or any instrument which secures the Note after the date of its execution or not actually commenced or proposed for the commencement of any threatened suit or proceeding which might affect the Premises or the security thereof, whether or not actually commenced.

16. The priority of any loan or rate shall be determined and applied in the following order of priority: first, on account of that rate and expenses pursuant to the foreclosing proceedings, including as a condition of the same, all amounts due to Mortgagee pursuant to paragraph 15 and all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage and second to that secured by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the only first interest rate then in operation, which may apply to Mortgagee's debt, equal in priority to the interest rate then in operation, if any, which may apply.

17. Upon or at any time after the final judgment or decree in any foreclosure proceeding, the court or arbitrator for the Note may appoint a receiver of the Premises. The receiver appointed may be made a fiduciary of the Note, with respect to which the receiver shall exercise the powers and authority of Mortgagee at the time of appointment for the receiver and without respect to the provisions of the Trust Agreement, whether the Trust Agreement shall be accepted as a non-asset of the Mortgagee may be appointed as the receiver for the receiver, the receiver shall have the right to sue and defend and profits of the Premises during the pendency of the foreclosure suit and in discharge of the same and a duty only during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any hold-over period when Mortgagee, except for the satisfaction of the receiver, would be entitled to collect the net income and profits. Such receiver shall exercise all such powers which may be necessary or appropriate for the protection, preservation, control, management and operation of the Premises. The receiver, while the foreclosing suit is pending, may have title to the property, although the receiver to apply the net income of the receiver's liability to pay interest, when or in part of the indebtedness is paid hereby or required by any judgment foreclosing this Mortgage, or any law, special attachment or other law or ordinance which may be or become applicable to the foreclosing or of the judgment, and the deficiency judgment and the Mortgagee of any guarantor of the Note in case of a foreclosure sale and deficiency.

18. No action for the enforcement of the term or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same as an action at law upon the Note.

19. Mortgagee shall have the right to enter the Premises at all reasonable times and at any time to view the premises for that purpose.

20. Upon payment of the Note and the mortgage thereon and the satisfaction of this Mortgage and the discharge of the Note, Mortgagee shall release the lien of this Mortgage, and shall pay all expenses, including recording fees and attorney's fees, to release the Mortgagee of record.

21. The Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all parties or parties claiming by, through or through Mortgagee. The word "Mortgagor" when used herein shall include all persons or persons liable to the amount of the indebtedness here and hereby of any part thereof, whether or not such persons or parties have executed the Note or this Mortgage, such Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall include the singular and the word of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

22. This Mortgage has been made, executed and delivered to Mortgagee in full compliance with the laws of the State of Illinois. Wherever possible, any provision of this Mortgage shall be interpreted to such that it may be most effectively and validly enforced under applicable law. If any provision of this Mortgage is prohibited by or deemed to be unenforceable under applicable law, that provision shall be severed from this Mortgage. The severance of any provision shall not affect the enforceability of any other provision of this Mortgage or the remaining provisions of this Mortgage.

WITNESSETH that I, the undersigned, Mortgagee, the day and year first above written, have signed this Mortgage.
Address of Mortgagee:
7070 Crawford Avenue
Lincolnwood, IL 60066
7070 Crawford Avenue
Lincolnwood, IL 60066

The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Theodore A. Bohigian, his wife, Diane Bohigian, and their children, as parties to the foregoing instrument, appeared before me the day in person and acknowledged to me that they executed the foregoing instrument and their own free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and Notary Seal this 5th day of August, 1994.
OFFICIAL SEAL
JERRY G. MCGOVERN
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires Nov. 21, 1997

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