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42002 BK *--94--746002
COOK COUNTY RECORDER

HOME LINE CREDIT MORTGAGE HARRIS BANK ARGO

This Home Line Credit Mortgage is made this 10TH day of AUGUST, 19 94 between the Mortgagor WILLIAM A. MILLER II AND GAIL D. MILLER, HIS WIFE, AS JOINT TENANTS (herein "Borrower"), and the Mortgagee HARRIS BANK ARGO whose address is 7648 West 63rd Street, Summit, Illinois 60501 (herein "Lender")

WHEREAS, Borrower and Lender have entered into a Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated AUGUST 10, 19 94, pursuant to which Borrower may from time to time borrow from Lender sums

which shall not in the aggregate outstanding principal balance exceed \$ 43,000.00

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 AUGUST 10, 1999 (the "Expiration Date") all sums outstanding under the Agreement may be declared 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 AUGUST 10, 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 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:

LOT 2 IN BEKTA AND O'MALLEY'S RESUBDIVISION OF THE EAST 1/2 OF LOT 6 (EXCEPT THE WEST 1 FOOT THEREOF) IN FREDERICK H. BARTLETT'S PALOS HILLS, A SUBDIVISION OF THE SOUTHEAST 1/2 OF SECTION 10, AND THE EAST 1/2 OF THE NORTHEAST 1/2 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 8820 W. 100TH PLACE, PALOS HILLS, IL 60465
(herein "Property Address");

Property Index Number 23-10-413-002-0000

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 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) are herein referred to as the "Property."

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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.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments 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 amount outstanding under the Agreement.

3. **Charges; Lien.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach to this Mortgage, and reasonable payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, 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 Lender, or shall in good faith contest such lien by or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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. 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 on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereunder shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon the request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall promptly give 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 or 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 required by this Mortgage with the excess, if any, to be paid to Borrower. If Borrower, at any time, abandons or offers to settle a claim for insurance for less than the amount of the proceeds payable thereunder, Lender shall have the right to accept such settlement and to settle a claim for insurance for the amount of the proceeds payable thereunder. Lender shall not be obligated to restore or repair the Property or to pay the cost of such restoration or repair.

5. **Preservation and Maintenance of Property.** Lessees, Leaseholders, Condominiums, Planned Unit Developments, Borrower shall keep the Property in good repair and shall comply with the provisions of any lease or agreement which may apply to the Property. Borrower shall perform all of the duties and obligations imposed by law and all of the duties and obligations imposed by any agreement and development plan and development order which may apply to the Property and shall be responsible for the cost of such duties and obligations. Borrower shall be responsible for the cost of any repairs, maintenance and improvements to the Property which are necessary to keep the Property in good repair and to maintain the Property in accordance with the provisions of any lease or agreement which may apply to the Property.

6. **Protection of Lender's Security.** Borrower shall not permit any person to take any action or to do any act which would impair the security of this Mortgage or to do any act which would result in a foreclosure or other legal proceeding brought by or for the benefit of Lender. If any proceeding is brought by or for the benefit of Lender, Borrower shall defend and pay the cost of such defense and shall be responsible for the cost of any damages or other amounts payable by or for the benefit of Lender as a result of such proceeding. Borrower shall not be liable for any damages or other amounts payable by or for the benefit of Lender as a result of such proceeding.

7. **Inspection.** Lender shall have the right to inspect the Property at any time and from time to time for the purpose of determining whether the Property is being maintained in accordance with the provisions of this Mortgage. Lender shall give notice to Borrower of its intention to inspect the Property and Borrower shall permit such inspection. Lender shall not be liable for any damages or other amounts payable by or for the benefit of Lender as a result of such inspection.

8. **Information.** The true state of any award or judgment or other legal proceeding or other action taken with respect to the Property or with respect to the sums secured by this Mortgage shall be promptly reported to Lender in writing. Lender shall have the right to inspect the Property at any time and from time to time for the purpose of determining whether the Property is being maintained in accordance with the provisions of this Mortgage. Lender shall give notice to Borrower of its intention to inspect the Property and Borrower shall permit such inspection. Lender shall not be liable for any damages or other amounts payable by or for the benefit of Lender as a result of such inspection.

9. **Default.** In the event of default by Borrower under this Mortgage, Lender shall have the right to take any action or to do any act which would result in a foreclosure or other legal proceeding brought by or for the benefit of Lender. If any proceeding is brought by or for the benefit of Lender, Borrower shall defend and pay the cost of such defense and shall be responsible for the cost of any damages or other amounts payable by or for the benefit of Lender as a result of such proceeding.

10. **Assignment.** Borrower shall not assign or otherwise dispose of any interest in the Property without the prior written consent of Lender. Any assignment or other disposition of any interest in the Property made by Borrower without the prior written consent of Lender shall be null and void.

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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 or interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors or 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 successors or interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or other acts affected by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. The procurement of satisfaction of the payment of this Mortgage or discharge 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. 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, conditions, terms and agreements herein contained shall bind, and the rights hereunder shall inure to, the heirs, devisees, assigns 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 mail, 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 copy of each of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Revolving Credit Loan. This Mortgage may secure a revolving credit loan, advance or other loan, advance and debt 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, as are made within 20 years from the date hereof, to the same extent as if such future advances were made or incurred at 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 sales taxes and ad valorem taxes 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 defaults under any credit instrument or mortgage evidencing or securing an obligation whose lien has any priority over the lien created by this Mortgage, or (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 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 right of homestead exemption in the Property.

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HARRIS BANK ARCO
7549 W. GARD ST.
SUMMIT, IL 60501

After recording, please mail to



B.A. MARTELLO

This Instrument Prepared By

(NOTARIAL
SEAL)

My Commission Expires

(I/we, under my hand and notarial seal, this _____ day of _____, 19__

did also and there acknowledged that he, as controller, of the corporate seal of said Bank, affixed the seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, an Trustee, for the uses and purposes therein set forth. They signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth, and the said whose names are subscribed to the foregoing instrument as such and _____ of said Bank, personally known to me to be the same persons and _____ certify that

a Notary Public in and for said county and state, do hereby

STATE OF ILLINOIS
COUNTY OF _____

ATTEST

SS

Trust Officer

By:

Not personally, but as Trustee under Trust No _____

(CORPORATE
SEAL)

Trustee as aforesaid, has caused these presents to be signed by its _____ and its corporate seal to be hereunto affixed and attested by its _____ IN WITNESS WHEREOF, _____ not personally but as

This document is made by (hereinafter referred to as the Bank), as Trustee, and accepted upon the express understanding that the Bank enters into the same not personally, but only as Trustee and that no personal liability is assumed by or shall be asserted or enforced against the Bank because of, or on account of, the making or executing of this document or anything therein contained, all such liability, if any being expressly waived, nor shall the Bank be held personally liable upon or in consequence of any of the covenants of this document, either express or implied.

IF BORROWER IS A TRUST

Notary Public

JEFFREY J. CLAIRMONT

My Commission Expires

My Commission Expires 9-3-97

Notary Public in and for Illinois
Jeffrey J. Clairmont

NOTARIAL SEAL
19 97

AUGUST

10TH

Given under my hand and notarial seal, this _____ day of _____, 19__

free and voluntary act for the uses and purposes therein set forth. I the _____ signed and delivered the said instrument as _____ 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

JEFFREY J. CLAIRMONT
COUNTY OF DUPAGE
STATE OF ILLINOIS
WILLIAM A. MILLER II AND GAIL D. MILLER, HIS WIFE, AS JOINT TENANTS
A Notary Public in and for _____

SS

Borrower

Type or Print Name

GAIL D MILLER

Borrower

Type or Print Name

WILLIAM A. MILLER II

IF BORROWERS AN INDIVIDUAL(S)

IN WITNESS WHEREOF, Borrower has executed this Mortgage

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