## JAMOFFICIAL COPY 345

## Equity Credit Line .

Mortgage

| THIS MORTGAGE ("Security Instrument") is given of  | DECEMBER 4   | , 1 <u>993 .</u> The ma  |            |
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| in connection with the Europety and shall according  | no terrorie, paración castia   | CBOI   | TOWER').   |
| Tille Security Instrument is given to The Pirate Nation  | al Bank of Chicago   |  | <u> </u>   |
| which to a "lifebional" Bank, organized and wisting un<br>lehous address to Onsufirst Mational Place   | h Lasga . Minais: 60670  | ("Landar"): Borrow   | of CHAS    |
| Earlier the medimum principal sum of the Atoma EVENTERN  | THOUSAND FIVE HUNDR  | ED AND MO/100  | aticosci i |
| Profession 18 San Res 17, 500,00 and 3, or the aggregate t   | unpoid amount of all loans :   | and any disbursemen  | te made    |
| by Lender pursuant to that certain Equity Cradit Line:A<br>("Agreement"), whichever is less. The Agreement is tideat   | preement of even date her  | ewith executed by E  | FORTOWER   |
| ("Agreement"), whichever is less. The Agreement which Agreem   | ent provides for monthly in  | erest payments, with   | the full   |
| mind I not take menter, due and payable five years from the  | e figue Date (as defined in  | the Agreement). The  | Lender :   |
| Will provide the Borrower with a final payment notice at les<br>Agreement provides that losse may be made from tim   | et 90 days before the final p  | inýment must be í mil<br>v :Parlock for skellne  | de: The    |
| Agreement). The Draw Period may be extended by Len   | der in its sole discretion, it   | ut in no event later   | then 20    |
| veers from the date hereof. All future loans will have the   | same lien priority as the  | original loan. This:   | Security : |
| Instrument secure to Lender: (a) the repayment of the di<br>Interest, and other of arges as provided for in the Agreet   | ebt evidenced by the Agree   | ment, including all p  | Mncipel,   |
| interest, and other crarges as provided for in the Agreem<br>this "pin; ment of an orner sums, with interest, advanced to  | ider dersorabh 6 of this Si  | ecurity instrument to  | brotect    |
| this included of this security Instrument; and (c) the perfor  | mance of Borrower's cover  | iants and agreement  | B under    |
| this Security Instrument and the Agreement and all ren   | ewals, extensions and mod  | lifications thereof, al  | i of the   |
| foregoing not to exceed twice the maximum principal sum<br>mortisage, grant and convey to Lander the following idea  | cribed property located in   | Cook   | County.    |
| Mindle Cold Social Statement in the Social Cold Cold Cold Cold Cold Cold Cold Col  | and a the misternian o   | ភពព ខ្មែរក្នុង នៅ សម្រាប់ទ   | មិនជួន។    |
| ot 13 in lake lynhood unit 10, being a sub   | DIVISION OF PART OF  | た。 しょうい (1975年)<br><b>CHB</b> (1977年) (1977年)  | 11.5       |
| OT 13 IN LAKE LYMHOOD UNL. 13, BEING A SUB<br>OUTH 1/2 OF SECTION 7, TOWNSH'. 35 NORTH,<br>HIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, Y  | range 15 East of the<br>Clinois  | of the of Longwern are   | as our     |
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| 3115 Ridge Relations   | interior in the state of the st | RECORDING TO MOSE  | GINNE THE  |
| Land   | T#8888   | TRAN 4334 01/05/   | 94 13:57   |
| marmets warrants harrown is enforten 138 marmets was a solution 138 marmets of and the solution of the solutio       | เลอ รม เอ <b>สอยเนนเทียงใจ</b><br>ทุลเกษ (การมหาย <u>คนที่</u>   | And Markets and The Company  | 1034       |
| stans of the leave, and Y demonstrate as notes facilities to the   | word so camply was an provi  | TOWN THOSE SERVICES  | 15.00      |
| protown right strellerong whos lead<br>ermanent Tax Number: 33 07 416 013, ,   | in ebieu in de vot inerde an   | .स. ६४ तेवस अस्मित <b>५</b> ४  | ) Prope    |
| which has the address of 20073 LAKE LYNHOOD DR   | eis Sintis in the Breperty.  | TANKOOD  |            |
| Mnote: 60411. Line ("Property Address"): att pathys. Ling to   | pela el montración de electro  | Foreigner Bordt eil centi  | n: 170     |
| ecodelepos to await of a total of the complete so to the trade<br>a TOGETHER WITH all the improvements now on hereal   | org 190) gas begint (salt an le<br><b>er erected</b> on theason beat   | tion of the first of the state  | richts.    |
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| hourange; any and all awards made for the talding by smin<br>in hereafter a part of the property. All replacements a   | ent domain, water rights with a section of the sect | <b>il 7.00k and all fixtur</b><br>a courred butthle S  | Security   |
| ir nerestater a part or the property. Am repair property and to in this Securit  | y Instrument as the "Propert   | A.<br>Transledianalings  | -coint)    |
| Chargose reviewed to broth treatment, calmidate cannot flacte depart   | nor a zah mbar ribas kadi  | talan (1905) ya afir kipiti 👝  |            |
| BORROWER GOVENANTS that Borrower is lawfully sels<br>northings; grant and dorwey the Property and that the Property and t       | ed of the estate hereby co   | nveyed 2 10 has the l  | ngns to    |
| scord. Sorrower warrants and will defend generally the   | title to the Property against  | it all claims and de   | manda,     |
| ublect to any encumbrances of record. There is a prior mo  | rtgage from Borrower to N  | IDWEST MORTGAGE COMPAN   | LY {       |
| rak 1 - ymagdali i affilia zeretri i seri - <mark>dáted - 10/27/93</mark> - stanija<br>I na magzas ett si a i si si a sa a sa galak araganar megani  | and recorded as document   | number and the transfer of the | · ;        |
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| et dains for domaged. Cordt Drive margebated da connector  1. Control of the connector of t       | n hairari yasi toʻzboqqiq ar   | El profesionalmod<br>Se aceta control com  | 8          |
| COVENANTS. Borrower and Lender covenant sind agree   | Ba follows:  | regionessa an inica do inicala.<br>Sandan bandara da arma minam  |            |
| Payment of Principal and Interest. Borrower shall product environment by the Agreement   | promptry pay when due the  | principal of and line  | 185( O/)   |
| e clebt evidenced by the Agreement   | व्यक्ता जान्यकार विद्यास्त्र स्थान   | diandro straatet   |            |
| 2. Application of Payments. All payments received by   | Lender shall be applied fi   | rst to interest, then to   | o other    |
| <b>Level of the Control of the Control</b> | re at incorp eit to belone   | ं क्या तर फिल्ला करता  | 7502       |
| 3. Cherges; Liens. Borrower shall pay all taxes, asses   | sments, charges, fines, and  | impositions attribut   | able to    |
| se Property and leasehold payments or ground rents. If   | any. Upon Lender's reque   | st, Sorrower shall pr  | omptly     |
| mich to Lender all notices of amounts to be paid un  | der this paragraph. The B  | korrower shali make  | these      |
| syments directly, and upon Lender's request, promptly fur  |  |  |            |
| psky the proceeds at its crown withouto assumption or reply transment, whether we restricted due.  | ja est in 1900 (1 behatet en<br>Impersonat by Bus Besus  | ਾਨ ਨੁਸਲਾ ਦੇ ਉਹਦਾ ਹੈ।<br>ਜੋ ਜਿਹਦਾਵਾਂ ਦੇ ਜੋ ਜਿਵੇਂ ਅ  | (V)        |
| PERSON AND CAR SERVICE PROPERTY AND  |  | 4,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,  | ~`37:      |

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Borrower shall pay, or cause to be paid, when due and payable all taxes, assessments, water charges, sewer charges, ficense fees and other charges against or in connection with the Property and shall, upon request, promptly furnish to Lender duplicate receipts. Borrower may, in good faith and with due diligence, contest the velidity or amount of any such taxes or assessments, provided that (a) Borrower shall notify Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs, (b) Borrower shall first make all contested payments, under protest if Borrower desires, unless such contest shall suspend the collection thereof, (c) neither the Property nor any part thereof or interest therein are at any time in any danger of being sold, forfeited, lost or interfered with, and (d) Borrower shall furnish such security as may be required in the contest or as requested by Lender.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrowsr subject to Lender's approval which shall not be unreasonably withheld.

All Insurance polities and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and proder. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrowar otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible, Lender's security is not lessened and Borrower is not in default under this Security instrument or the Agreement. If the restoration or repair is not economically feasible or Lendor's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to be sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice of level.

If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property; Leas In It's. Borrower shall not destroy, damage, substantially change the Property, allow the Property to deteriorace, or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the Irizae, and If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agreer, to the merger in writing.
- 8. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may not life antity affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or conforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees, and entering can be Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do to

Any amounts disbursed by Lender under this paragraph shall become additional debt of Burrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these arrounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, up an otice from Lender to Borrower requesting payment.

- 7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taiding of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. In the event of a partial taiding of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taiding, divided by (b) the fair market value of the Property immediately before the taiding. Any belance shall be paid to Borrower.

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 claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repeir of the Property or to the sums secured by this Security Instrument, whether or not then due.

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Mortgage

- 9. Borrower Net Released; Forbearance By Lender Not.a-Welver: Extension of the time for payment or modification of emortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Hability of the original Borrower or Borrower's successor. In Interest or refuse to estand time for payment or otherwise modify amortization of the sums secured by this Security Instrument by resent of any demand made by the original Borrower or Borrower's successors in Interest. A waiver in one or more instances of any of the terms, coverants, conditions or provisions hereof, or of the Agreement, or any partitively, shall apply to the particular instance or instances and at the particular time or times only; and no such valver shall be deemed a continuing waiver but all of the terms, coverants, conditions and other provisions of this Security Instrument and of the Agreement shall survive and continue to remain in full force and effect. No waiver shall be asserted against Lender unless in writing signed by Lender, to the second in the stances of life and life and the stances of life and the stances of life and the stances of
- epidements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, addictive the provisions of paragraph 15. If there is more than one party as Borrower, each of Borrower's developed and accessors and assigns of Lander and Borrower's developed and accessors and assigns of Lander and Borrower's developed and accessors and assigns of Lander and Borrower's Borrower, each of Borrower's developed the party and accessors and assigns this Security Instrument only to mortgage; grant and convey that Borrower's in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums are unit by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend modify; in these or make any accommodations with regard to the terms of this Security Instrument of the Agreement. Without his Borrower's consent:
- charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated us a partial prepayment without any prepayment charge under the Agreement.
- 12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower of algorithms by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated here or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower, or Lender when given as provided in this paragraph.
- 13. Governing Law: Severability. This Security Instrument chall be, governed by federal law and the law of Minols. In the event that any, provision or clause of this Security Instrument or the Agreement conflicts, with applicable law, such conflict shell not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 14. Assignment by Lender. Lender may assign all or any portion of its interest brounder and its rights granted herein and in the Agreement to any person, trust, financial institution or corporation as Lender may determine and upon such assignment, such assignee shall thereupon succeed to all the rights, interests and options of Lender herein and in the Agreement, and Lender shall thereupon have no further obligations or the large thereunder.
- 15. Transfer of the Property or a Beneficial interest in Borrower; Due on Sale. If \$\text{s}\$ or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at the option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be starcled by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lander exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument or the Agreement without further notice or demand on Borrower.
- 16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have inforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all stime which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other coveries to agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the item of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use the provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 15.

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- 17. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.
- 18. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's traud or material misrepresentation in connection with this Security instrument, the Agreement or the Equity Credit Line evidenced by the Agreement; (b) Borrower's failure to meet the repayment terms of the Agreement; or (c) Borrower's actions or inactions which adversely affect the Property or any right Lender has in the Property (but not prior to acceleration under Paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure, the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not oured on or before the date specified in the notice; Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding. Lender shall be exalted to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evi/ence.
- 19. Lender in Posseszion. Upon acceleration under Paragraph 18 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) the be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property kalluding those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the correct 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 Security instrument. According herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Property by Lender pursuant to this Paragraph 19. In the exercise of the power, herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly valved and released by Borrower.
- 20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.
  - 21. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 22. No Offsets by Borrower. No offset or claim that Borrower now has or may have in the future against Lender shall relieve Borrower from paying any amounts due under the Agreement or this Security Instrument or from performing any other obligations contained therein.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverages contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with the Security Instrument.

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| * Francise 6   | Southier  | Sorrower  |
| FRANCINE E GAUTHIER  |   | Sorrower  |
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|  | (Space Below This Line For Acknowlegme                | m)  |
| This Document Prepared By: The First National Bank of Chic   | SANDY RYBENSKI<br>ago, 3115 Ridge Road, Lansing, 1111 | nois 60438  |
| STATE OF ILLINOIS, Wil   | County ss: .  |   |
|  | Ker, a Notary Public in a                             | nd for said county and state, do hereby   |
| personally known to me to be the same appeared before me this day in perdelivered the said instrument as | son, and acknowledged that                            | subscribed to the foregoing instrument, signed and e uses and purposes therein set forth. |
| Given under my hand and official seal  | , this 4th day of Dec                                 |   |
| My Commission expires:   |   | Many a Sifker   |
| Freith 1000 IFD  | 4   | Notary Public D   |