

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
7549 WEST 63RD STREET, SUMMIT, ILLINOIS 60501

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## HOME LINE CREDIT MORTGAGE HARRIS BANK ARGO

This Home Line Credit Mortgage is made this 10th day of January, 19 94, between the Mortgagor, James H. Hansen and Karen Hansen, his wife, as joint tenants (herein "Borrower"), and the Mortgagee, HARRIS BANK ARGO whose address is 7549 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 January 10, 1994, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ FORTY THOUSAND and NO/100-- (\$40,000.00) the "Maximum Credit" plus interest. Interest on all sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After January 10, 1990 (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 January 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:

The South 1 foot of Lot 17, all of Lot 18, Lot 19 (except the South 25 feet thereof) in Bremen Towne Unit No. 1, being a Subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

which has the address of 16335 Bremertowne Drive, Tinley Park, IL 60477 (herein "Property Address");

Property Index Number 28-19-303-089.

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."

**BOX 333 - TH**

## UNOFFICIAL COPY

Hartla Bank Attn:  
2549 West 63rd Street  
Chicago, IL 60631

After recording, please mail to:

Mortgagee: M&amp;L Financial

This instrument Prepared By:

(NOTARIAL)  
My Commission Expires:

Given under my hand and notarial seal, this day of \_\_\_\_\_, 19\_\_\_\_

Voluntarily, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth, did also and there acknowledged that he, as custodian, of the corporate seal of said Bank, affixed the seal to said instrument as his own free and

Trustee, for the uses and purposes therein set forth, and the said instrument as their own free and voluntary act, and the said

they signed and delivered the said instrument as their own free and voluntary acts, and as this day in person and acknowledged that

respectively, appeared before me this day in person and acknowledged that

whose names are subscribed to the foregoing instrument as such

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

certify that

Not personally, but as Trustee under Trust No. \_\_\_\_\_

and its corporate seal to be hereunto affixed and attested by its

not personally but as

IN WITNESS WHEREOF, has caused these presents to be signed by its

the Bank be held personally liable upon or in consequence of any of the convenants of this agreement, either express or implied,

accordant, but only as trustee and that no personal liability is assumed by nor shall be assessed or incurred against the Bank because of, or on

any liability, but upon the express understanding that the Bank enters into the same not

hereinafter referred to as the Bank, as Trustee, and accepted upon the express understanding that the Bank enters into the same not

This document is made by \_\_\_\_\_

IF BORROWER IS A TRUST

STATE OF ILLINOIS  
COUNTY OF }NOTARY PUBLIC  
By: \_\_\_\_\_  
Title: \_\_\_\_\_ATTEST: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

SEAL

and whose name is \_\_\_\_\_

and is a Notary Public in and for \_\_\_\_\_

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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 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 and Borrower's successors in interest.

**10. Forbearance by Lender Not a Waiver.** 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 Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**11. Remedies Cumulative.** All 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 and agreements 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 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 mailing 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 confirmed 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 a 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 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 on the date of 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 solely taxes and assessments 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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of any payment due under the Agreement that amounts of such payment.

Lender 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 that amounts of such payment.

for damages, at Lender's option, within 30 days after the date such notice is mailed, Lender is authorized to collect and apply for damages, Borrower fails to restore or repair to Lender the Property or to make an award of settles a claim

of the Property is abandoned by Borrower, or if, after notice to Borrower that the condominium offers to make an award of settles a claim 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.

of the Property, or part thereof, or award of damages, director or condominium, are hereby assigned and shall be paid to Lender. In the event of other taking condominium, Lender may make of cause to be made reasonable expenses of collection or other

7. Inspection. Lender may make of cause to be made reasonable expenses therefore related to Lender's interest in the Property, provided that Lender shall give Borrower notice prior to any such inspection specifically cause to be made reasonable expenses of the Property, to take any action

outstanding principal under the Agreement. Nothing contained in this paragraph shall require Lender to incur any expense of take any action secured by this Mortgage. Under a separate agreement from the date of disbursement at the rate payable upon notice from Lender to Borrower to payable such sum in time to lime to make an amount disbursed by Borrower and Lender agree; otherwise terms of payment, such amounts shall be payable from Lender

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower for fees and expenses of collection or to take any action to take any action to take any action

make of part of a prior mortgagee, emineent domain, insolvency, foreclosure, or arrangement of proceedings involving a bankruptcy or

proceeding to commence which materially affecta Lender's interest in the Property including but not limited to, this Mortgage, or if any action or

8. Protection of Lender's Security. If Borrower fails to perform the covenants contained in this Mortgage, or if any action or

is enacted by Borrower and recorded together with this Mortgage, but not limited to, disbursement of reasonable attorney's fees and costs, upon the Property to protect Lender's interest, including but not limited to, this Mortgage, shall be incorporated into and

Borrower's obligation to convey title to Lender the documents creating the condominium of planned until development, the by-laws and regulations of the condominium of ownership the condominium of planned until development, the by-laws and

this Mortgage is on a leasehold, it this Mortgage is on a until in a condominium of a planned until development, the by-laws and

good repair and shall not commit waste of permit impairment of the Property and shall comply with the provisions of any action or

property prior to the sale acquisition shall pass to Lender to the extent of the sums secured by this Mortgage prior to such sale or

any payments due under the Agreement, change the amount of such notice, in and to the proceeds therefrom resulting from damage to the

lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds therefrom resulting from damage to the

lender is authorized to collect and apply the insurance policies at Lender's option either to restore or repair to the amounts secured by this Mortgage.

4. Hazardous substances. Borrower shall be liable to Lender for repairing any damage resulting from removal or disposal of any hazardous

substances, including but not limited to asbestos, lead-based paint, radon, mold, water damage, fire damage, termite damage, or any other

pollutant, including but not limited to asbestos, lead-based paint, radon, mold, water damage, fire damage, termite damage, or any other

all insurance policies and renewals thereof to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender, Upon the renewal of any insurance policy carrier and Lender, Lender may make proof of loss if not made

payable within 30 days from the date notice is mailed by Borrower to Lender that the insurance carrier and Lender, Lender may make proof of loss if not made

in the event of loss, Borrower shall promptly furnish to Lender all renewal notices and all receipts in favor of and in form acceptable to Lender, All insurance policies and renewals thereof to Lender and shall include a standard mortgage clause in favor of and in

the insurance carrier providing the insurance chosen by Borrower subject to approval by Lender, provided, that such approval shall not

be unreasonable within a reasonable time period of time to repair, insurance policies shall be paid in a timely manner.

1. Insurance coverage by Borrower shall not exceed that amount of such coverage required to pay the sums secured by this Mortgage on the

hazardous substances included within the same, extended coverage, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

4. Hazardous Substances. Borrower shall provide the insurance covering all payments due under any hazard

substance covered by this Insurance, including insurance policies, including property insurance, liability insurance, workers compensation insurance, and any other insurance policies, including liability insurance, workers compensation insurance, and any other

property which may attain a pro rata share of the damage to the Property, Borrower shall, upon request of Lender, promptly

make available to Lender receipts evidencing such payment, including the amounts paid to each party or under this Agreement.

3. Charges. Lender, Borrower shall pay or cause to be paid to taxes, assessments and other charges, fines and imposements attributable to the

Property, provided that Lender is entitled to the principal amounts outstanding under this Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragrap

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal amounts outstanding to the Agreement.

and that Borrower will warrant and defend generally to the title to the estate hereby conveyed to this Mortgage, subject to any mortgage, grant and convey the Property.

and the principal amounts listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

and the principal amounts listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

and that Borrower is guilty seized of the title to the estate hereby conveyed to this Mortgage, subject to any mortgage, grant and convey the Property.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this .....10th..... day of .....January....., 1994....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to .....HARRIS BANK ARGO.....

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: .....16335 Bremertowne Drive, Tinley Park, IL 60477.....

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: .....BREMERTOWNE VILLAS MANAGEMENT ASSOCIATION.....

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 6.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

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BANKERS SYSTEMS INC. ST CLOUD MINNESOTA 56301 (651) 397-2311 FORM CONDO A 2191  
Form 3140-990 Page 2 of 2 Pages

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Property of Cook County Clerk's Office

Karen Hansen  
.....  
Borrower  
(Seal)  
  
James H. Hansen  
.....  
Borrower  
(Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Rider.

Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Disbursement. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

F. Remedies. If Borrower does not pay nondelinquent dues and assessments when due, then Lender may pay them, the Owners Association unacceptable to Lender.

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by