RENENED, AMENDED AND RESTATED.

COUR COUNTY REGORDER -

Equity Credit Line Mortgage

THIS EQUITY CREDIT LINEMORTGAGE is made this

JANUARY 1994

, between the Mortgagor,

LEE E. SUINHOLM; WIDOWER

Copy of the petition of the Commission

(herein, "Mortangor"), and

the Morigages, The Northern T us Company, an Illinois banking corporation, with its main banking office at 50 South La Salle Street, Chicago, Illinois 61675 (herein, "Mortgagee").

WITEREAS, Mortgagor has entered in a The Northern Trust Company Equity Credit Line Agreement (the "Agreement") detect JANIJARY 24 pursuent to which have gages may from time to time horrow from Mortgages amounts not to exceed the aggregate outstanding principal 1994 fine "Maximim Credit Amount"), plus interest thereon, which interest is swyable at the rate and at the times \$75,000.00 balance of provided for in the Agreement. All amounts borror ou under the Agreement plus interest, thereon are due and payable on MARCH 15, 1999 , or such later date as Mortgagen shall agree, but in no event more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgages the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the psyment of all sums, with interest the coor, advanced in accordance herewill to protect the security of this Mortgage, and the performance of the commants and agreements of hiorigagor herein contained. Mortgagor does hereby mortgage, a max warrant, and convey to Mortgages the property located in the County of CHICAGO, ILLINOIS 60646

60646

Permanent Index Number 10-32-448-009

TOGETHER with all the improvements now or hereafter exected on the property, and all easements, rights, a mineral, royalties, mineral, oil and gar rights and profits, water, water rights, and water stock, and all flatures now or hereafter attached to the property of very 3by this Mortgage, and all of the foregoing together with said property (or the leasthold estate if this Mortgage is on a leasthold) are herein referred to as the Property".

Mortgagor coverants that Mortgagor is lawfully sched of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any mort are. Contactions, casements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property

COVENANTS. Mortgagor covenants and agrees as follows:

- Payment of Principal and Juterest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement,
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph I hereof shall be applied by Mortgages first in payment of amounts payable to Mortgages by Mortgagor under this Mortgago, then to interest, feet, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement. The second

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a relaid of the uncarned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge permant to which a payment is applied first to the accrued precomputed finance charge and any restainder is subtracted from or any deficiency is added to the outstanding biliance of the obligation.

This document prepared by: CHRISTINE M. PRISTO, ESQ. THE NORTHERN TRUST COMPANY

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- 3. Charges; Liens. Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal procredings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazard Insurance. Mortgagor 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 liazards as Mortgagee may require and haw hamounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of such coverage exceed that amount or overage required to pay the total amount secured by this Mortgage, taking prior ileas and co-insurance into account.

The insurance carrier providing the [6,2] ance shall be chosen by Mortgagor and approved by Mortgagoe (which approved shall not be unreasonably withheld). All premiums on insurance policies cast be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in layer of and in form acceptable to Mortgagee. Mortgagor shall promptly furnian to Mortgagee all renewal notices and all receipts for paid premiums. In the event of los, Mortgagor shall give prompt notice to the insurance carrier and Mortgagor. Mortgagee may make proof of loss if not reade promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insure 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 secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 6. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest,

including, but not limited to, dishumement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

- 7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are bereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums accured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts accured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor has offered to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums accured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the mount due under the Agreement or change the amount of such payments.

- 9. Mortgagor Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner the liability of the original Mortgagor and Mortgagor's successors in interest. Mr rigagee shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
- 10. Forebearance by Morigi gee Not a Waiver. Any forebearance by Morigagee in exercising any right of n medy under the Agreement, hereunder, or otherwise afforded by applicable law, about be a waiver of or preclude the exercise of any such right or remedy. The progression of insurance or the payment of taxes or other liens or charges by Morigagee's right to soccierate the maturity of the indebtedness secured by this Morigage.
- 11. 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 Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor 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.
- 12. Legislation Affecting Mortgagee's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage usenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.
- 13. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the

manner designated herein, 14. Governing Law, Soverability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable laws, 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 this Mortgage and the Agreement are declated to be severable; provided that Mortgogee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

- 15. Martgagor's Copy. Mortgagor shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordstion hereof.
- 16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagen's option, declare all the sums secured by this Mortgage to be immediately the and payable.
- 17. Revolving Credit Loan T) is Morigago is given to secure a revolving eredit loan unless and until such Lan is converted to an installment loan (as provided in the Agreement), and shall the not only presently existing indebteilness under the Agreement but also letur chances, whether such advances are obligatory or to be made at the option of Mortgagee, 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 indebtetiness secured hereby outs' anding at the time any advance is made. The lien of this Mortgage shall be vall has to all indebtedness secured hereby, including future advances, from the time of t's filing for record in the recorder's or registrar's office of the county in which it a reperty is located. The total amount of indebtedness secured bareby may incorne or decrease from time to time, but the total unpaid principal balance of inde bledness secured hereby (including disbursements that Morigages may make und in this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disjoursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinalter referred to so the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent tions and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

19. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Morigagor in this Mortgege, including the covenants to pay when due any sums accured by this Mortgage, or the occurrence of an livent of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full berein. Mortgageo, at Mortgagee's omion, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgageo shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Motigagor's abandonment of the Property or other extreme circumstances). Mortgages shall be entitled to cultect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' lees, and costs of documentary evidence, abatracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Rents; Appointment of Receiver; Mortgagee in Possessiun. As additional accurity hereunder, Morigagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to neceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such conts as they become due and payable.

Upon acceleration under paragraph 19 hereof or ahandonment of the Property, and at any time prior to judicial anle, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possesaion of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and concellon of cents including, but not limited to receiver's fees, premiums on receiver's bonds, and teasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Morigagor, Morigages shall pay all costs of recordation of the cleriso, it any.
- 22. Water of Homestead. To the extent permitted by law, Morigagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of Minois, "Son bullow.

IN WITNESS WITTREOF, Mortgagor has executed this Mortgage.

heraby shall be deemed outstanding under and secured

by this Mortgage.

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State of litinola County of	
inel LEE P. SUNDHOLM	, a Notary Public in and for said county and state, of hep-by captly appeared before me this days panels and strument as 1119 free and voluntary so, 10 20 20 20 20 20 20 20 20 20 20 20 20 20
acknowledged that <u>he</u> signed and delivered the said inspurposes therein set forth. Given under my hand and official seal, this day	W of 2mounty 1667 10 58
My commission expires OCT 19-1994	NUTARY PUBLIC This Mortgage renews, mends and restatus in its
Mail To: The Northern Trust Company Atin: HOME LOAN GENTER B-A 50 South LaSalie Street whod IFICATION RECORDE Chicago 1/14/92 AS DOCUMENT	untirety the Nortgage dated *3/21/89 and

NUMBER 92094271

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LOT 15 IN BLOCK 15 IN EDGEBROOK MANOR, BEING A SUBDIVISION OF LOTS 27, 32, 33, 34 and 35; THAT PART OF THE SOUTHWEST 1/2 OF LOT 38 AND ALL OF LOT 39 WEST OF ROAD; ALL OF LOTS 40, 41, 42, 43 AND 44; THE SOUTHWEST 1/2 OF LOT 45; ALL OF LOTS 47 TO 52, BOTH INCLUSIVE, IN THE SUBDIVISION OF BRONSON'S PART OF CALDWELLS RESERVATION IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING CERTAIN PARTS) ACCORDING TO PLAT THEREOF REGISTERED ON MARCH 1, 1922, AS DOCUMENT NO. 148536.

Permanent Index Number 10-32-418-009

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