



141 WEST JACKSON BOULEVARD CHICAGO, ILLINOIS 60604 (312) 408-8440 LENDER

Table with 2 columns: GRANTOR and BORROWER. Includes names (Edwin J. Dettling, Ellen Berry Dettling), addresses (3347 N. Kenmore Chicago, IL 60657), and phone numbers (312-327-0040).

1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

Table with 6 columns: INTEREST RATE, PRINCIPAL AMOUNT/CREDIT LIMIT, FUNDING AGREEMENT DATE, MATURITY DATE, CUSTOMER NUMBER, LOAN NUMBER. Includes handwritten values: 37.00, 34.00, 71.00.

(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing; (c) applicable law.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purposes.

4. FUTURE ADVANCES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness secured shall not exceed \$ 50,000.00.

5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference;

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interests in the Property pursuant to this Mortgage.

7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.

10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

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12. LOSS OR DAMAGE. Grantor shall be liable for the entire cost of any loss, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

13. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.

14. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

15. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.

16. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous Materials). Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage.

18. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property; in the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.

19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.

20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial condition;
- (b) fails to meet the repayment terms of the Obligations; or
- (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or Lender's rights in the Property, including, but not limited to, transferring title to or selling the Property without Lender's consent, failing to maintain insurance or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the trading of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property, using the Property in a manner which would be destructive to the Property, or using the property in an illegal manner which may subject the Property to seizure or confiscation.

22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;
- (b) to declare the Obligations immediately due and payable in full;
- (c) to collect the outstanding Obligations with or without resorting to judicial process;
- (d) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
- (e) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
- (f) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
- (g) to foreclose this Mortgage;
- (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

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25. COLLECTION COSTS. If Lender incurs any expense or cost in collecting any amount due or in enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorney's fees and costs.

26. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.

27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.

28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.

29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.

30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

31. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

32. MODIFICATION / AL WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.

33. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

34. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.

35. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

36. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

37. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of these documents.

38. ADDITIONAL TERMS.

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DEPT-01 RECORDING \$37.00  
140012 TRAN \$852.06/26/95 15:17:00  
\$8041 # JM \* -95-410662  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$34.00

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: MAY 10, 1995

*Edwin J. Dettling*

GRANTOR: Edwin J. Dettling  
husband, in joint tenancy

*Ellen Berry Dettling*

GRANTOR: Ellen Berry Dettling  
wife, in joint tenancy

GRANTOR:

GRANTOR:

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State of ILLINOIS )

State of \_\_\_\_\_ )

County of COOK ) ss.

County of \_\_\_\_\_ ) ss.

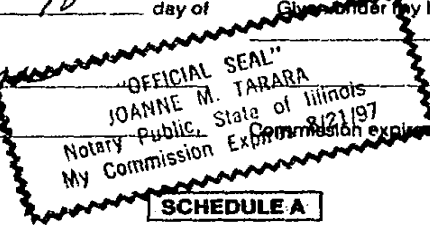
I, JOANNE M. TARARA, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DWIN J. DETTLING AND ALLEN PERRY DETTLING personally known to me to be the same person S whose names ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 18th day of MAY, 1995

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

Joanne M. Tarara  
Notary Public



Notary Public

Commission expires: 8/21/97

**SCHEDULE A**

The street address of the Property (if applicable) is:  
3347 N Kenmore  
Chicago, IL 60657

Permanent Index No.(s): 14-20-417-005-0000

The legal description of the Property is:  
LOT 6 IN BLOCK 4 IN BAXTER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**SCHEDULE B**

Property of Cook County Clerk's Office

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This instrument was prepared by: RACHEL BARRETT

After recording return to Lender.

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BURLING BANK



141 WEST JACKSON BOULEVARD  
CHICAGO, ILLINOIS 60604  
(312) 408-8448  
LENDER

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BORROWER  
 Edwin J. Dettling  
 Ellen Berry Dettling

ADDRESS  
 3347 N. Kenmore  
 Chicago, IL 60657  
 TELEPHONE NO.  
 312-327-0040

IDENTIFICATION NO.

HOME EQUITY  
LINE OF CREDIT  
AGREEMENT  
AND DISCLOSURE  
STATEMENT

OFFICER INITIALS JM	INTEREST RATE VARIABLE	CREDIT LIMIT 850,000.00	AGREEMENT DATE 05/10/95	MATURITY DATE 05/10/02	CUSTOMER NUMBER 0959766	LOAN NUMBER 9002
ADDRESS OF REAL PROPERTY SECURING THIS CREDIT AGREEMENT: 3347 N Kenmore Chicago, IL 60657						

HOME EQUITY LINE OF CREDIT ACCOUNT: This Agreement governs the Borrower's Home Equity Line of Credit ("Account") with the Lender. PLEASE READ CAREFULLY. The Account establishes a line of credit for the Borrower with the Lender to be used for consumer purposes. The Account is secured by the real property identified above (the "Borrower's Home") and also by any deposit accounts Borrower now or hereafter may have with Lender. The Account will permit the Borrower to request advances up to the amount of the credit limit indicated above. The Borrower will be asked to sign this Agreement and a deed of trust or mortgage ("Security Instrument") prior to opening the Account. The Security Instrument will grant the Lender a security interest in the Borrower's Home and is part of this Agreement.

CREDIT LIMIT: Borrower's Credit Limit is stated above. Borrower agrees not to request advances on the Account that would cause the balance on the account to exceed the Credit Limit. Although Lender may honor a request for an advance that exceeds the Credit Limit from time to time, Lender shall have no obligation to make such advances.

ACCESS TO THE ACCOUNT: Advances on the Account may be obtained in the following manner:  credit line checks  written request for a loan advance  
 other Telephonic Request to Burling Bank by 2:00 pm on any banking business day

USE RESTRICTIONS: Advances will be honored subject to the terms of this Agreement, the Security Instrument, the Borrower's available credit on the Account, and the following restrictions:

Initial Minimum Advance Amount: \_\_\_\_\_

Subsequent Minimum Advance Amount: n/a

Other Restrictions: \_\_\_\_\_

PROCESSING LOAN ADVANCES: Loan advances shall be:  Deposited into Account number: 303585  Other: \_\_\_\_\_

ANNUAL PERCENTAGE RATE: The ANNUAL PERCENTAGE RATE is determined in the manner described below and does not include costs other than interest.

FIXED RATE: This Account has a fixed interest rate. The ANNUAL PERCENTAGE RATE for this Account is \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum.

VARIABLE RATE: This Account has a variable interest rate feature. The ANNUAL PERCENTAGE RATE may change if the Index Rate (as defined below) changes. The Index Rate shall be: The Wall Street Journal's Prime Rate of Interest as indicated in the money rates section of the Journal

The initial Index Rate is NINE AND NO/1000 \_\_\_\_\_ percent ( 9.000 %) per annum.

This Index Rate is readily available to Borrower, and is verifiable by Borrower at any of Lender's offices. The changes in the Index Rate are beyond the control of Lender. If the Index Rate becomes unavailable, Lender will choose another index which is also readily available and verifiable by Borrower and which is beyond Lender's control. Lender may also change the Margin (as defined below) used as long as the historical circumstances in the two indices were substantially similar (if the new index rate has been in existence) and as long as the new index and margin will produce an ANNUAL PERCENTAGE RATE similar to the rate that was in effect at the time the Index Rate became unavailable. If this happens, the substitute index rate will, for the purposes of this Agreement, be considered the "Index Rate."

MARGIN: The ANNUAL PERCENTAGE RATE on this Account shall be calculated at a variable rate equal to 500/1000 \_\_\_\_\_ percent ( 0.500 %) per annum, OVER the Index Rate.

INITIAL RATE: The initial ANNUAL PERCENTAGE RATE for this Account is NINE AND 500/1000 \_\_\_\_\_ percent ( 9.500 %) per annum.

MINIMUM/MAXIMUM RATE: The minimum ANNUAL PERCENTAGE RATE under this Agreement shall not be less than \_\_\_\_\_ percent ( n/a %) per annum. The maximum ANNUAL PERCENTAGE RATE shall not exceed \_\_\_\_\_ percent ( n/a %) per annum, or the maximum ANNUAL PERCENTAGE RATE Lender is permitted to charge by law, whichever is less.

RATE CHANGES: If the Index Rate increases or decreases the corresponding ANNUAL PERCENTAGE RATE and Periodic Rate will increase or decrease unless the minimum or maximum ANNUAL PERCENTAGE RATE has been reached. Borrower's Minimum Payment may also increase or decrease accordingly. The ANNUAL PERCENTAGE RATE will apply to Borrower's Account balance as of the effective date of the increase or decrease as well as to future Advances. Any change in the ANNUAL PERCENTAGE RATE and the Periodic Rate will be effective on: \_\_\_\_\_ of the Journal.

RATE CHANGE LIMITATIONS: If checked  the ANNUAL PERCENTAGE RATE will not increase by more than \_\_\_\_\_ percent ( n/a %) \_\_\_\_\_ percent ( n/a %) per annum.

ANNUAL MAINTENANCE FEE: An annual maintenance fee of \$ 25.00 will be assessed on the Account.

MINIMUM INTEREST CHARGE: A minimum interest charge of \$ 0.50 may be assessed for each billing period in which there is an outstanding balance.

CHECK PROCESSING FEE: If a check for payment is returned to Lender for any reason (for example, because there were insufficient funds in Borrower's checking account), Lender will assess a check processing fee of \$ n/a.

OTHER COSTS AND DISBURSEMENTS: Other fees, costs and disbursements that have been imposed or drawn on the account are itemized in the HUD-1A Settlement Statement which is incorporated into this Agreement by this reference.

PERIODIC RATE:  A Daily Periodic Rate is used to determine the finance charge for each billing cycle on the Account and is determined by dividing the ANNUAL PERCENTAGE RATE by 365 which results in an initial Daily Periodic Rate of 0.0260 %.

A Monthly Periodic Rate is used to determine the finance charge for each billing cycle and is determined by dividing the ANNUAL PERCENTAGE RATE by 12 which results in an initial Monthly Periodic Rate of \_\_\_\_\_ %.

ACKNOWLEDGMENT

BORROWER ACKNOWLEDGES THAT BORROWER HAS READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE AND SUBSEQUENT PAGES. BORROWER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

Dated: MAY 10, 1995

BORROWER: Edwin J. Dettling

BORROWER: Ellen Berry Dettling

BORROWER:

BORROWER:

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**FINANCE CHARGES:** All advances are subject to finance charges from the date of the advance until such advances are paid. There is no interest-free grace period on the Account. Lender determines the finance charge assessed on the Account in the manner checked below:

**Actual Daily Balance.** Lender starts with the balance on the Account at the beginning of each billing cycle less unpaid finance charges less unpaid finance charges including unpaid finance charges. Each day during the billing cycle, Lender subtracts payments and credits from the balance and adds new advances and debits. This determines the ending balance for the Account for each day of the billing cycle. Lender multiplies each ending balance by the Daily Periodic Rate to determine the daily finance charge. These daily finance charges are added together to determine the finance charge for the billing cycle.

**Average Daily Balance.** Lender starts with the balance on the Account at the beginning of each billing cycle less unpaid finance charges less unpaid finance charges including unpaid finance charges. Each day during the billing cycle, Lender subtracts payments and credits from the balance and adds new advances and debits. This determines the ending balance for the Account for each day of the billing cycle. Lender then adds up the ending balances for the billing cycle and divides the total by the actual number of days in the billing cycle to get the Average Daily Balance. Lender then multiplies the Average Daily Balance by the  Daily Periodic Rate and the actual number of days in the billing cycle

**Monthly Periodic Rate.** This product is the finance charge for the billing cycle.

**BILLING CYCLE:** Borrower shall be billed monthly

**TERM:** Borrower may request advances from the date any right of rescission expires until \_\_\_\_\_ (the "Draw Period"). Lender may review Borrower's Account at the end of the Draw Period and, in Lender's sole discretion, may decide to extend the Draw Period. Lender will notify Borrower in writing of any extension of the Draw Period. Borrower may be required to make Minimum Payments during the Draw Period. After the Draw Period ends, Borrower no longer will be able to request advances and must repay the outstanding balance on the Account during the period described below (this is known as the "Repayment Period").

The entire outstanding balance and all accrued finance and other charges must be paid immediately at the end of the Draw Period.

The length of the Repayment Period is \_\_\_\_\_.

The length of the Repayment Period will depend on the balance outstanding at the beginning of it, but it will not be longer than \_\_\_\_\_.

**MINIMUM PAYMENT:** Borrower may pay all or a part of the outstanding balance at any time without penalty. All payments shall be applied first to current Minimum Payments due, and then to late Minimum Payments due as permitted by law. Minimum Payments will be due \_\_\_\_\_. Borrower's payment must be made by the payment due date shown on the periodic statement. Borrower may pay either the Minimum Payment or any amount over that up to the unpaid balance.

During the Draw Period the Minimum Payment will be:

(a) **PRINCIPAL BALANCE METHOD.** The greater of \$ \_\_\_\_\_ or \_\_\_\_\_ of the outstanding principal balance for the current billing cycle plus all accrued and unpaid finance charges and any past due principal.

(b) **INTEREST ONLY METHOD.** Borrower shall pay all accrued and unpaid finance and other charges for the current billing cycle.

(c) **OTHER.**

During the Repayment Period the Minimum Payment will be:

(a) **PRINCIPAL BALANCE METHOD.** The greater of \$ \_\_\_\_\_ or \_\_\_\_\_ of the outstanding principal balance for the current billing cycle plus all accrued and unpaid finance charges and any past due principal.

(b) **INTEREST ONLY METHOD.** Borrower shall pay all accrued and unpaid finance and other charges for each billing cycle, and then will pay the entire outstanding principal balance and all accrued and unpaid finance and other charges at the end of the Repayment Period.

(c) **ENTIRE BALANCE.** The entire outstanding principal balance plus all accrued finance and other charges must be paid immediately at the end of the Draw Period.

(d) **OTHER.**

**AMORTIZATION/BALLOON PAYMENT:**

The Minimum Payment will not reduce the principal that is outstanding on Borrower's line. Borrower will then be required to pay the entire balance in a single balloon payment.

The Minimum Payment will not fully repay the principal that is outstanding on Borrower's line. Borrower will then be required to pay the entire balance in a single balloon payment.

Under some circumstances, Borrower's payments will not cover the finance charges that accrue and "Negative Amortization" will occur. Negative Amortization will increase the amount Borrower owes Lender and reduce Borrower's equity in Borrower's Home.

**LATE PAYMENT CHARGE:** If a Minimum Payment is received more than 10 days late, Borrower will be charged a late payment charge of:  \_\_\_\_\_ % of the unpaid late Minimum Payment;  5.00 % of the unpaid late Minimum Payment or \$ 5.00, whichever is  greater  less; as permitted by law. No more than one late payment charge will be imposed on any single Minimum Payment or portion of any Minimum Payment.

**AUTOMATIC PAYMENT DEDUCTION:**  Borrower authorizes Lender to deduct the Minimum Payment due under this Account from Borrower's Account Number 303585 with Lender. Automatic payment deductions are not required to obtain credit.

**1. PROMISE TO PAY.** Borrower promises to pay Lender the full amount of all advances under this Agreement plus all finance charges and fees provided for in this Agreement and the Security Instrument in the manner provided in this Agreement or the Security Instrument.

**2. SECURITY AGREEMENT.** In order to secure payment of all amounts due to Lender under this Agreement, Borrower grants to Lender a security interest in (a) Borrower's Home; and (b) all monies, instruments, and savings, checking or other deposit accounts that are now or in the future in Lender's custody or control; and (c) any other collateral described in any security agreement executed in connection with this Agreement. The obligations under this Agreement shall additionally be secured by the collateral securing any other present or future obligation of Borrower to Lender, its subsidiaries or affiliates. However, this cross-collateral language shall have no effect if it would otherwise trigger any right of rescission to which Borrower may be entitled or if the operation of the language would violate any applicable state or federal laws or would result in a non-purchase money security interest in Borrower's household goods.

**3. PROPERTY INSURANCE.** Borrower is required to maintain property insurance on Borrower's Home. The requirements for property insurance are detailed in the Security Instrument. If checked,  Borrower also is required to maintain flood insurance in such amounts and for such term as required by Lender. This insurance may be obtained through a responsible insurer of Borrower's choice; however, Lender reserves the right to refuse to accept, for reasonable cause, an insurer offered by Borrower.

**4. INFORMATION ABOUT THE BORROWER AND BORROWER'S HOME.** Borrower agrees to provide to Lender, upon request, the financial and credit related information necessary to establish this Account. Borrower understands that Lender will open the Account and make advances under this Account in reliance on that information. Borrower also will furnish to Lender promptly upon request such financial statements, updated credit reports and such other information with respect to Borrower's financial condition or Borrower's Home as Lender may require from time to time. Lender reserves the right to reappraise Borrower's Home and to order credit reports. Borrower promises that all information provided to Lender either now or in the future will be true and complete. Borrower agrees to notify Lender immediately of any adverse change in Borrower's financial or credit condition. Information concerning the Account may be reported to credit reporting agencies and will be made available when requested by proper legal process.

**5. PERIODIC STATEMENTS.** Each billing cycle, Lender will forward to Borrower at the address indicated above a statement of the Account. The statement will include a summary of all transactions on the Account during the billing cycle, the previous balance, Advances, payments and credits, finance charges, the ending balance, and will specify the Minimum Payment amount and date that payment is due.

**6. TERMINATION BY LENDER.** Upon the occurrence, or at any time during the continuance, of any one or more of the following events ("Events of Default"), Borrower shall be in default and at Lender's option, this line of credit shall be terminated and the entire unpaid balance of Borrower's Account, including all finance charges and fees provided for in this Agreement, shall become immediately due and payable without notice or demand (except as required by law). Lender may declare the Borrower to be in default if the Borrower:

- commits fraud or makes a material misrepresentation through acts of commission or omission at any time in connection with this Agreement or the Security Instrument;
- fails to meet the repayment terms under this Agreement;
- violates or fails to comply with a covenant contained in the Security Instrument which adversely affects Borrower's Home or Lender's rights in Borrower's Home; such as, but not limited to, Borrower transferring title without permission of the Lender, Borrower's failure to maintain insurance or Borrower's failure to pay taxes.

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In addition, Lender may exercise all rights on default of a secured party permitted under applicable law, and all rights under this Agreement and the Security Instrument. Lender may set off and apply to amounts due under this Agreement on checks and property now or hereafter in Lender's possession or constructive possession, including deposits. Borrower will pay all court and other costs of collection, including the reasonable fees of Lender's attorney related to Borrower's default, to the extent permitted by law.

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**7. TEMPORARY SUSPENSIONS OF CREDIT AND REDUCTION OF CREDIT LIMIT.** Lender can refuse to make additional Advances or reduce Borrower's Credit Limit if any Event of Default occurs or during any period in which any one of the following conditions (hereinafter called "Conditions of Suspension") arise:

- The value of Borrower's Home declines significantly below its appraised value for purposes of the line of credit. For example, if the difference between the initial Credit Limit and the available equity (based on appraised value) is reduced by 50%, then the value of Borrower's Home has significantly declined.
- Lender reasonably believes that Borrower will not be able to meet the repayment requirements of this Agreement due to a material change in Borrower's financial circumstances.
- Borrower is in default of a material obligation in this Agreement.
- Government action prevents Lender from imposing the agreed upon ANNUAL PERCENTAGE RATE or impairs Lender's security interest in Borrower's Home such that the value of the interest is less than 120 percent of the Credit Limit.
- A regulatory agency has notified Lender that continued Advances would constitute an unsafe and unsound practice.
- The maximum ANNUAL PERCENTAGE RATE specified above is reached.

If Lender refuses to make additional advances or reduces the credit limit because of the existence of a Condition of Suspension, it will notify Borrower in writing after taking such action. Borrower must request reinstatement of the line of credit and show Lender that the Condition of Suspension which triggered the Lender's action no longer exists unless the Condition of Suspension is not within Borrower's knowledge or control.

**8. RESTRICTIVE ENDORSEMENT.** If Borrower marks any check payable to Lender as "Paid In Full" or words to that effect, Borrower will still be responsible for repaying any balance that remains due on the Account.

**9. TERMINATION BY BORROWER.** Borrower may terminate this Agreement by notifying Lender in writing at the address indicated on this Agreement. Borrower's obligation to pay all amounts due to Lender shall continue until all amounts due and owing have been paid. If this Agreement is signed initially or subsequently by more than one Borrower, termination by any one terminates the line of credit for all.

**10. AMENDMENT.** Lender may amend this Agreement if Borrower specifically agrees to the amendment in writing at the time the amendment is made. Lender also may amend this Agreement without the Borrower's agreement thereto by notifying Borrower of the amendment if the amendment unequivocally benefits Borrower throughout the remainder of the term or if the amendment is insignificant. All amendments will be made in accordance with applicable law.

**11. TAX DEDUCTIBILITY.** Borrower should consult a tax advisor regarding the deductibility of interest and charges on the Account.

**12. JOINT ACCOUNT.** If this Account is a joint account, each Borrower who signs this Agreement shall be individually and jointly liable for payment of the debt. This liability exists regardless of which Borrower creates the debt, and in spite of any divorce, legal proceedings or agreement that may affect liability between the Borrowers. This joint and several liability shall continue until all obligations are paid in full. A release of one joint Borrower or a release of any collateral securing this Agreement shall not operate as a release of any other joint Borrower.

**13. MODIFICATION AND WAIVER.** The modification or waiver of any of Borrower's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Borrower's obligations or may or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Borrower's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any co-borrower or guarantor or any of its rights against any co-borrower, guarantor or collateral.

**14. ASSIGNMENT.** Borrower may not assign this Agreement without the prior written consent of Lender. Any such assignment and any attempted assignment of this Agreement will be null and void. Lender has the right to sell or transfer the Account at any time.

**15. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. (The term "Lender" shall mean the Lender specified in this Agreement, its successors and assigns, and subsequent holders of this Agreement).

**16. NOTICES.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.

**17. APPLICABLE LAW.** This Agreement shall be governed by federal law and the laws of the state indicated in Lender's address. Borrower consents to the jurisdiction and venue of any court located in the state indicated in Lender's address in the event of any legal proceeding under this Agreement.

**18. SIGNATURES.** The signature of the Borrower shall indicate that Borrower has read this Agreement, agreed to the terms and conditions of the Agreement, and received a completed copy of this Agreement and Billing Rights Statement.

**19. JURY TRIAL.** Borrower waives any right to trial by jury in any civil action arising out of, or based upon, this Agreement or any collateral securing this Agreement.

**20. ADDITIONAL TERMS:**

Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless Borrower signs below and agrees to pay the additional cost. Credit Life Insurance is available at a cost of \$ \_\_\_\_\_ n/a per \$ \_\_\_\_\_ n/a of the average daily balance per billing period for single coverage and \$ \_\_\_\_\_ n/a per \$ \_\_\_\_\_ n/a of the average daily balance per billing period for joint coverage (if available). Credit Disability Insurance is available at a cost of \$ \_\_\_\_\_ n/a per \$ \_\_\_\_\_ n/a of the average daily balance per billing period.

I want Credit Life Insurance. \_\_\_\_\_  
I want Credit Life Insurance. \_\_\_\_\_  
I want Credit Disability Insurance. \_\_\_\_\_

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## **YOUR (BORROWER'S) BILLING RIGHTS, KEEP THIS NOTICE FOR FUTURE USE.**

This notice contains important information about the Borrower's rights and the Lender's responsibilities under the Fair Credit Billing Act.

### **NOTIFY LENDER IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR (BORROWER'S) BILL.**

If Borrower thinks that a bill is incorrect or if Borrower needs more information about a transaction on a bill, Borrower should write to Lender as soon as possible at the address indicated on the bill. Lender must hear from the Borrower no later than sixty (60) calendar days after Lender sent Borrower the first bill on which the error or problem appeared. Borrower may telephone Lender, but doing so will not preserve the Borrower's rights.

Borrower should provide the following information in the letter.

*Borrower's name and account number.*

*The dollar amount of the suspected error.*

*A description of the error and an explanation, if possible, why Borrower believes there is an error. If Borrower needs more information, Borrower should describe the item Borrower is unsure about.*

If Borrower has authorized Lender to pay the bill automatically from a savings or checking account, Borrower can stop payment on any amount that the Borrower believes is wrong. To stop payment the Borrower's letter must reach Lender at least three (3) business days before the automatic payment is scheduled to occur.

### **BORROWER'S RIGHTS AND LENDER'S RESPONSIBILITIES AFTER LENDER RECEIVES WRITTEN NOTICE.**

Lender must acknowledge Borrower's letter within thirty (30) days, unless Lender has corrected the error by then. Within ninety (90) days, Lender must either correct the error or explain why Lender believes the bill is correct.

After Lender receives Borrower's letter, Lender cannot try to collect any amount in question, or report the Borrower as delinquent. Lender may continue to bill the Borrower for the amount in question, including finance charges, and Lender may apply any unpaid amount against the Borrower's credit limit. Borrower does not have to pay any questioned amount while Lender is investigating, but Borrower is still obligated to pay the parts of the bill that are not in question.

If Lender finds that Lender has made a mistake on the bill, Borrower will not have to pay any finance charges related to the amount in question. If Lender did not make a mistake, Borrower may have to pay finance charges and Borrower will be required to make up any missed payments on the questioned amount. In either case, Lender will send Borrower a statement of the amount owed and the date it is due.

If Borrower fails to pay the amount owed, Lender may report the Borrower as delinquent. However, if Lender's explanation does not satisfy Borrower and Borrower writes to Lender within ten (10) days telling Lender that Borrower still refuses to pay, Lender must tell anyone Lender reported Borrower to that Borrower has a question regarding Borrower's bills. Furthermore, Lender must tell Borrower the name of anyone that Lender reported Borrower to. Lender must tell anyone Lender reports Borrower to that the matter has been settled between us when it finally is.

If Lender doesn't follow these rules, Lender cannot collect the first \$50.00 of the questioned amount, even if the bill was correct.

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## Schedule "C" REVOLVING CREDIT

This Mortgage is given to secure a revolving credit 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 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 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 real estate 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 Mortgagee may make under this Mortgage, the Agreement, or any other document with respect thereto, at any one time outstanding shall not exceed the Credit Limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this mortgage, the Agreement or any other document with respect hereto (e.g., for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

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