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DEPT-11 TORRENS 829.00
160013 TRAN 4440 09/13/95 12:14:00
12401 # CT # - 95 - 613752
COOK COUNTY RECORDER

95613752

Place Above This Line For Recording Date

PLANNED BANK OF ILLINOIS, N.A. MORTGAGE

Planned Bank of Illinois, N.A.
670 Lee Street
Des Plaines, Illinois 60018

DEPT-11 TORRENS 40.50
160013 TRAN 4441 09/13/95 12:15:00
12402 # CT # - 95 - 613752
COOK COUNTY RECORDER

(86451)

RTD 643U

THIS MORTGAGE, made this 1st day of July, 1995, between Mary E. Bradley and Elizabeth J. McKinley, PART of to Charles V. McKinley ("Borrower") and PLANNED BANK OF ILLINOIS, N.A., a national banking association with offices at 670 Lee Street, Des Plaines, Illinois 60018 ("Bank").

WITNESSETH that:

Borrower has executed and delivered a certain Open Equity Line Note and Credit Agreement ("Note") of even date herewith payable to the order of Bank in the maximum principal amount ("Maximum Credit Amount") of SEVENTY FIVE THOUSAND AND NO/100ths (\$ 75,000.00). The Note entitles advances made or to be made by Bank to Borrower under the terms of the Note.

The indebtedness evidenced by the Note accrues interest at a variable rate provided for in the Note. The principal and interest under the Note are due and payable as provided in the Note of the outstanding principal balance of the Note and all accrued and unpaid interest are, if not sooner due or declared due, and payable five (5) years from the date hereof.

To secure to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all demands, extensions and modifications; (b) the payment of all other debts, with interest, due and to be due hereafter to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained and of the covenants and agreements of Borrower contained in the Note, the Borrower does hereby MORTGAGE, GRANT AND CONVEY to the Bank the following described property located in Cook County, Illinois, hereby releasing and waiving all rights, under and by virtue of the Homestead Exemption Laws of the State of Illinois in such property:

The South Half (1/2) of Lot Two (2) in Block Three (3) in "Des Plaines Gardens" being a Subdivision of part of the North Half (1/2) of Section 20, Town 41 North, Range 12, East of the Third Principal Meridian.

95613752

which has the common address of 824 Margret St., Des Plaines, IL 60018 ("Property Address"); and the permanent index number of 09-20-102-020

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The undersigned, Clerk of the County of Cook, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the County of Cook, Illinois.

Notary Public for the County of Cook, Illinois.

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8. MAINTENANCE INSURANCE. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as Bank may require. Borrower shall maintain Hazard Insurance for the term of the Note or such other periods as Bank may require and in such amounts as Bank may require, provided that Bank shall not require insurance in excess of the sum of (a) 100% of the Maximum Credit Amount of the Note and (b) the amount of any obligation secured by any Prior Mortgage. The insurance cover provided by the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 8 hereof, or if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and amounts thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause acceptable to Bank. Bank shall have the right to hold the policies and amounts thereof, subject to the rights and terms of any Prior Mortgage. Borrower shall promptly furnish to Bank all receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any Prior Mortgage, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the same secured by this Mortgage, with any excess paid to Borrower. If Bank makes payment from the insurance carrier in respect of a claim, Bank is authorized to apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the same secured by this Mortgage.

If under paragraph 8 hereof, the Property is acquired by Bank, all right, title and interest of Borrower in any insurance policies and to the proceeds of resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the same secured by this Mortgage immediately prior to such sale or acquisition.

9. MAINTENANCE AND PRESERVATION OF PROPERTY, LEASES, ENCUMBRANCES, PLANNED UNIT DEVELOPMENTS. Borrower 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 covenants of any lease if the Mortgage is on a leasehold. If the Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and conditional covenants. If a condominium or planned unit development deed is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such deed shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the deed were a part hereof.

10. PROTECTION OF BANK'S INTERESTS. If Borrower is a party to any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced or voluntarily affects Bank's interest in the Property, including, but not limited to, contract claims, lawsuits, code enforcement proceedings or proceedings involving a mortgage or deed, then Bank at Bank's option, upon notice to Borrower, may at such appearances, disputes such claims and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorney's fees and costs upon the Property to make repairs. If Bank requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 8 hereof.

Any amounts deducted by Bank pursuant to this paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph 10 shall require Bank to incur any expense or take any other action.

11. INSPECTIONS. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Bank's interest in the Property.

12. 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, so far as they may be paid to Bank, shall be paid to Bank, subject to the terms of any Prior Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement for condemnation damages shall be made without Bank's prior written approval.

13. SUCCESSORS NOT RELEASED. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment terms of the same secured by this Mortgage granted by Bank to any borrower in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Bank shall not be required to commence proceedings against such successor or release to extend time for payment or otherwise modify amortization of the same secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

14. WAIVER BY BANK NOT A WAIVER. Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise affected by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event.

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18. RELEASE. Upon payment in full of the principal and interest on the Note, Bank shall release the Mortgage without charge to Borrower. Borrower shall pay or cause to be paid all of the costs and expenses of any documentation necessary to release the Mortgage.

19. WAIVER OF HOMESTEAD. Borrower hereby waives all rights of homestead exemption in the Property.

20. LATE CHARGES. If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

21. LEGISLATION AFFECTING BANK'S RIGHTS. If enactment or expiration of applicable law has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by the Mortgage or the Note.

22. WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Fox Plaines, Illinois.

BORROWER:

Elizabeth J. McKinley
Name: Elizabeth J. McKinley
John F. Bradley
Name: John F. Bradley under durable power of attorney for Mary J. Bradley

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO

HEREBY CERTIFY THAT Elizabeth J. McKinley and John F. Bradley

(personally known to me to be the same persons) whose names (he) (she) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

signed, sealed and delivered the said instrument as (his) (her) (their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal this 16th day of July, 1995

Grace J. O'Mera
Notary Public

My commission expires: 10-29-98

THIS INSTRUMENT WAS PREPARED BY M. Day/Clairbank of Illinois, S.A.

RETURN TO:

PLACEMENT OF ILLINOIS N.A.
608 LEE ST.
BOX 400
DEER PLAIN, IL 60010

"OFFICIAL SEAL"
GRACE J. O'MERA
Notary Public, State of Illinois
My Commission Expires 10-29-98



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