

# UNOFFICIAL COPY

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RECORDING 27.00  
MAIL 0.50  
# 95022189

## HOME LINE CREDIT MORTGAGE HARRIS BANK BARRINGTON

Fox Title Co.

This Home Line Credit Mortgage is made this 5th day of November 19 94 between the Mortgagor, Charles W. Denny and Sandra L. Denny, his Wife as Joint Tenants (herein "Borrower"), and the Mortgagee, HARRIS BANK BARRINGTON whose address is 201 South Grove Avenue, Barrington, Illinois 60010 (herein "Lender")

WHEREAS, Borrower and Lender have entered into a Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated November 5, 19 94 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 150,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After November 5, 1999 (the "Expiration Date") all sums outstanding under the Agreement may be declared due and payable together with interest thereon. Unless Lender agrees to extend such Expiration Date in any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by November 5, 1999 (the "Final Maturity Date")

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois

Lot 2 (except the South 130 feet of the West 30 feet thereof measured by beginning at a point on the Southwest corner of said Lot 2; thence Northerly along the West line of said Lot 2, a distance of 130 feet; thence Easterly on a line perpendicular to said West line of Lot 2, a distance of 30 feet; thence Southerly along a line which is parallel to and 30 feet distance from said West line of Lot 2 to the Southerly line of Lot 2; thence Southwesterly along said Southerly line of said Lot 2 to the Southwest corner of said Lot 2) Oakdene Subdivision being a Subdivision of the West 1/2 of Section 2, Township 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois.

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS



FOX TITLE COMPANY  
433 E SECOND ST  
BARRINGTON, IL 60014

which has the address of 206 Oakdene Road, Barrington Hills, Il 60010  
(herein "Property Address"):

Property Index Number 01-02-300-019

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are hereby referred to as the "Property"

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Harris Bank Barrington, N.A.  
201 S. Grove Ave.  
Barrington, Illinois 60010

Loft Sharp/Harris Bank Barrington, N.A.

ATTN: SHELLEY GOLDBACH  
After recording please mail to

This Instrument Prepared By

NOTARIAL  
SEAL

My Commission Expires

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

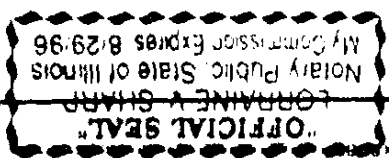
did view and there acknowledged that he, as custodian of the corporate seal of said Bank, affixed the seal to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank as Trustee for the uses and purposes therein set forth, and the said as Trustee for the uses and purposes therein set forth, and the said they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, and whose names are subscribed to the foregoing instrument as such respectively, appeared before me this day to be, and acknowledged that of said Bank, personally known to me to be the same persons and a Notary Public in and for said county and state do hereby

STATE OF ILLINOIS }  
COUNTY OF }  
ATTEST }  
Notary Public in and for the County of Cook State of Illinois  
SEAL

Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its

IN WITNESS WHEREOF, the undersigned, Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its

IF BORROWER IS A TRUST



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

the undersigned Charles W. Denny and Sandra L. Denny are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their

STATE OF ILLINOIS }  
COUNTY OF Cook }  
Type or Print Name  
Charles W. Denny  
Sandra L. Denny

Borrower  
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage IF BORROWER IS AN INDIVIDUALS

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1. **Payment of Principal and Interest:** Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

2. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to the Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

3. **Charges, Liens, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fees and impositions attributable to the Property which may attach or be levied against the Property, including all payments due under any mortgage policy insuring Lender's interest in the Property. Borrower shall promptly upon request of Lender, promptly forward to Lender all receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, provided that Borrower shall not be required to pay any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of, the lien or forfeiture of the Property or any part thereof to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.**

4. **Hazard Insurance:** Borrower shall keep the improvements now existing or hereafter to be erected on the Property insured against loss by fire, hazards included within the "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums for insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon the request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, 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 of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged.

Unless Lender and Borrower otherwise agree in writing, 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 of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement or change the amount of such payments. If under paragraph 1 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender 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, 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 provisions of any leasehold regulations of the condominium or planned unit development, or other governing documents, if a condominium or planned unit development, the by-laws and 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 consistent documents, if a condominium or planned unit development, shall be incorporated into and is executed by Borrower and recorded together with the Mortgage, the covenants and agreements of and under which shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part thereof.

6. **Protection of Lender's Security:** If Borrower fails to perform the covenants and agreements contained in the Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including but not limited to an action brought by or on behalf of a prior mortgagee, eminent domain proceeding, code enforcement, or arrangements or agreements involving a bankruptcy or reorganization, then Lender, upon notice to Borrower, may make such applications, demands, suits and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and costs upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Lender and Borrower agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requiring payment thereof, 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 Lender to incur any expense or take any action regarding principal under the Agreement. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

7. **Inspection:** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender'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 hereby assigned and shall be paid to Lender in the event of a total or partial taking of the Property. The proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Borrower (under and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement or change the amount of such payments).

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- 9. Borrower Not Released.** Except as provided in the last paragraph of any other term of the Agreement or this Mortgage granted by Lender, the payment or satisfaction of this Mortgage shall not constitute a release, in any manner, the liability of the original Borrower and Borrower's successors or assigns, or the liability of the original Borrower or Lender in proceedings against such successor or assignee to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Lender with respect to the debt.
- 10. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder in connection with this Mortgage shall not constitute a waiver of Lender's right to exercise any such right or remedy. The provisions of this paragraph of the Agreement shall not constitute a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under the Mortgage and all applicable law, and may be exercised concurrently, independently or successively.
- 12. Successors and Assigns Bound, Joint and Several Liability, Captions.** The covenants and agreements herein contained shall bind all the right and interest in and to the Property, successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions of the paragraphs of this Mortgage are for convenience only and are not to be construed to prevail in preference to the provisions herein.
- 13. Notice.** Any notice required to be given by law to be given in another manner (a) any notice to Borrower provided for in the Mortgage shall be given by mail to the address of Borrower as shown on the last page of the Agreement or to the address of Borrower as shown on the last page of the Agreement, or to the address of Borrower as shown on the last page of the Agreement, and (b) any notice to Lender shall be given by registered or certified mail to the address of Lender as designated by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 14. Governing Law, Severability.** This Mortgage is to be governed by the law of the State of Illinois. In the event that any provision of any of the Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which are not in conflict with applicable law. To the extent the provisions of the Mortgage and the Agreement are held to be unenforceable.
- 15. Borrower's Copy.** Borrower shall retain a copy of each of the Agreement and of this Mortgage at the time of execution of either document herein.
- 16. Revolving Credit Loan.** This Mortgage shall secure a revolving credit loan, unless and until pursuant to the Agreement or otherwise a credit advance is made to Borrower under the Agreement, and shall be subject to the terms and conditions of the Agreement and the Mortgage, whether such advances are made pursuant to the terms of the Agreement or otherwise, as are made within 24 months from the date hereof. The maximum amount of advances which may be made under the terms of this Mortgage is \$100,000.00. The maximum amount of advances which may be made under the terms of this Mortgage shall be subject to the following conditions: (a) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (b) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (c) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (d) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (e) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (f) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (g) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (h) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (i) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (j) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (k) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (l) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (m) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (n) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (o) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (p) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (q) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (r) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (s) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (t) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (u) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (v) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (w) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (x) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (y) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage, (z) the total amount of advances secured hereunder at the time any advance is made shall not exceed the maximum amount of advances which may be made under the terms of this Mortgage.
- 17. Termination and Acceleration.** Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement secured by this Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, (b) Borrower defaults under any credit instrument or mortgage evidencing or securing an obligation whose lien has any priority over the lien created by this Mortgage, or (c) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Assignment of Rents, Appointment of Receiver, Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the right to receive all rents and profits from the Property, and Lender shall be entitled to take possession of the Property and to collect the rents and profits from the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of foreclosure of the Property, and collection of rents, including but not limited to reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports, and then to the sums secured by this Mortgage. Lender and the receiver shall be entitled to sue and to receive the rents and profits from the Property.
- 19. Release.** Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of foreclosure, including attorneys' fees.
- 20. Waiver of Homestead.** Borrower hereby waives any right of homestead exemption in the Property.