

LaSalle Banks

95091257

EQUITY LINE OF CREDIT MORTGAGE

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LaSalle Northwest National Bank, LaSalle Bank Northbrook, LaSalle Bank Lake View, LaSalle Bank Oak Brook, LaSalle Bank of Lisle, LaSalle Bank Westmont, LaSalle Bank Matteson, LaSalle Bank Schaumburg

This Equity Line of Credit Mortgage is made this 27th day of January 19 95 between the Mortgagee

GEORGE R. MOSOJERA, A BACHELOR and DENISE A. MOSOJERA, MARRIED LASALLE BANK LAKE VIEW, 3201 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60657-2108 (Lender)

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated January 27th

19 95 pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 14,275.00. Interest borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 10 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate of rates and at time provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after

January 27th 1995 together with interest thereon may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by January 27th 2000 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement all extensions, renewals and refinancings thereof, 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

DEPT. OF RECORDING \$25.00
140000 TRAN 2535 02/07/95 11:42:00
95091257
COOK COUNTY RECORDER

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

5715 N. SHERIDAN ROAD, UNIT 2309, CHICAGO, ILLINOIS 60640
PIN 14-08-203-017-1275
which has the address of (herein "Property Address")

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

Covenants. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal or interest on the Loans made 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 made shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans 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 a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender promptly furnish to Lender 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 discharge 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 such lien in legal proceedings which operate 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 erected on the Property insured against loss by fire, hazards included within the term "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 on insurance policies shall be paid in a timely manner.
All insurance policies and renewals thereof shall be form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Upon 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 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 the Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
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 payment. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to 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 lease if this Mortgage is on a leasehold. If this 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 bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option upon notice to Borrower may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry 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. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting 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 hereunder.
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 hereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total or partial

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taking of the Property, or part thereof, or for any reason, the lien of such mortgage shall be hereby assigned and transferred to Lender. In the event of a total or partial taking of the Property, the proceeds of the sale of the Property shall be applied to the payment of the debt secured by this Mortgage.

If the Property is taken by Bankruptcy, the proceeds of the sale of the Property shall be applied to the payment of the debt secured by this Mortgage. Borrower shall be responsible for the costs of the sale of the Property, and shall be liable for the payment of the debt secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not constitute a payment of any payment due under the Agreement or a change the amount of such payment.

9 Borrower Not Released Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, discharge or alter the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to make any prepayment or adjustment of principal or interest to reflect such prepayment or other adjustment, and any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10 Forbearance by Lender Not a Waiver Any forbearance by Lender in exercising any right or remedy under the Agreement or this Mortgage shall not be deemed to constitute a waiver of any right or remedy. The procurement of forbearance or the payment of taxes or other charges charged by Lender shall not be a waiver of Lender's right to exercise the rights of the agreement secured by this Mortgage.

11 Remedies Cumulative Any remedies provided in the Mortgage are cumulative and shall be in addition to any other rights or remedies under the Mortgage afforded by law or equity, and may be exercised concurrently, independently or successively.

12 Successors and Assigns Bound, Joint and Several Liability, Captions The covenants and agreements herein and those of all Lender and Borrower hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.

13 Notice Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by making such notice by certified mail, addressed to Borrower at the Property, Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be sent by certified mail to the return receipt requested by Lender at the address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14 Governing Law; Severability This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of the Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15 Borrower's Copy Borrower shall be furnished a conforming copy of the Agreement and of this Mortgage at the time of execution of the instrument hereon.

16 Revolving Credit Loan This Mortgage may be used to secure a revolving credit loan and shall inure to the benefit of the lender and the borrower. The maximum amount of advances under the Agreement shall be \$14,275.00 plus interest thereon and any other charges. Advances shall be made at the option of the Lender. The term of this Mortgage shall be for a period of 30 years from the date hereof. There may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby, at the time any advance is made. The term of this Mortgage shall be valid as to all indebtedness secured hereby including future advances from the time of its being recorded in the recorder's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby including disbursements of the Lender may make under this Mortgage or any other document with respect thereto at any one time outstanding shall not exceed a maximum principal amount of \$14,275.00 plus interest thereon and any other charges and disbursements made for payment of taxes, special assessments, and other charges on the Property, and interest on such disbursements, all such indebtedness being hereinafter referred to as the maximum amount secured hereby. This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, existing liens, taxes, and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17 Termination and Acceleration Lender at its option may, terminate the liability of any under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and exercise its rights under the Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower's financial affairs adversely affect any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property, (c) Lender's security for the indebtedness secured by this Mortgage, or (d) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be preserved to be adversely affected if all or part of an interest therein is sold, transferred, or pledged, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subject to this Mortgage. If Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement, it shall become necessary to foreclose this Mortgage by legal proceedings. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and reports.

18 Transfer of Ownership If all or any part of the Property is transferred to a third party, the transferee shall be bound by the terms of this Mortgage. If the transferee is a natural person, the transferee shall be bound by the terms of this Mortgage. If the transferee is a corporation, partnership, or other entity, the transferee shall be bound by the terms of this Mortgage. However, this shall not be construed to prohibit the transferee from selling the Property.

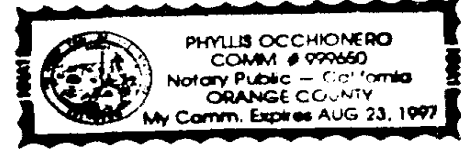
95091257

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 02-01-95 before me, Phyllis Occhionero
(DATE) personally appeared Rene A. Mosquera
NAME OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Phyllis Occhionero
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER
Though this does not require the capacity to fill in the blank below, doing so may prove invaluable to persons relying on this document.
 INDIVIDUAL
 CORPORATE OFFICER(S)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) REPRESENTED

OPTIONAL SECTION
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT
TITLE OR TYPE OF DOCUMENT: Joint Line of Credit Mortgage
NUMBER OF PAGES: 5 DATE OF DOCUMENT: 2-1-95
SIGNER(S) OTHER THAN NAMED ABOVE: George R. Mosquera

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taking of the Property or part hereof, or for any violation of the conditions of or hereby agreed to be secured by 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 interest, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if all proceeds by Lender are exhausted, Borrower will be deemed to have agreed 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.

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 payment due under the Agreement or change the amount of such payment.

9. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the agreement secured by this Mortgage.

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

12. Successors and Assigns Bound, Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower's shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all balance charges under the Agreement.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated therein.

14. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 14,275.00 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage, (b) Borrower's actions or inactions 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 part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (b) 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 attorney's fees, and costs of documentary evidence, abstracts and title reports.

18. Transfer of Ownership. If all or any part of the Property or any interest in it is sold or transferred (or if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

In Witness Whereof, Borrower has executed this Mortgage

George R. Mosquera
GEORGE R. MOSQUERA
Type or Print Name
Borrower

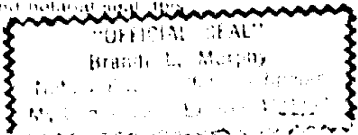
Rene A. Mosquera
RENE A. MOSQUERA
Type or Print Name

State of Illinois SS
County of COOK

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that GEORGE R. MOSQUERA, A BACHELOR and RENE A. MOSQUERA, MARRIED

personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of January, 19__.



Branch E. Murphy
LASALLE BANK LAKE VIEW
3201 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60657-2107
Notary Public

95091257

LaSalle Northwest National Bank LaSalle Bank Northbrook LaSalle Bank Lake View LaSalle Bank of Elmhurst LaSalle Bank Westmont LaSalle Bank Madison

This Equity Line of Credit Mortgage is made this 27th day of January 1995 between the Mortgagee

GEORGE N. MOYNERA, A BACHELOR AND MARRIED LASALLE BANK LAKE VIEW, 3201 NORTH ASHLAND AVENUE, CHICAGO, ILLINOIS 60657-2107

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the Agreement) dated January 27th

1995 pursuant to which Borrower will from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 14,275.00

January 27th 1995 together with interest thereon may be declared due and payable on demand if any event all Loans borrowed under the Agreement plus interest thereon must be repaid by January 27th 2000

To Secure to Lender the repayment of the Loans made pursuant to the Agreement and other sums hereinafter referred to herein the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of the Mortgage and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower shall to this mortgage grant and convey to Lender the following described property located in

The County of COOK State of Illinois

ATTACHED APPENDIX FOR LEGAL DESCRIPTION

5115 N. SHERIDAN ROAD, UNIT 2309, CHICAGO, ILLINOIS 60640

Together with all the right, easements and appurtenances to the property, and all the estate, rights, appurtenances, and appurtenances and profits, water, water rights, and all other rights and interests in and to the property, and all other rights, appurtenances and additions thereto, shall be deemed to be included in part of the property covered by this Mortgage and all of the foregoing together with all property not included in this Mortgage is or a reasonably ascertainable interest referred to as the Property.

Borrower covenants that Borrower is lawfully seized of the estate herein conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally, the title to the Property against claims and demands, subject to any mortgages, liens, encumbrances or restrictions, in favor of a bona fide purchaser in good faith, the right of priority as to any Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay to Lender the principal and interest on the Loans made 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 as provided in the Agreement shall be applied by Lender first as payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal of Loans outstanding under the Agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fees and impositions, all included in the Property which may attach prior to or after this Mortgage, and essential payment by or for such taxes, including all payments due on any mortgage created by the title insurance policy insuring Lender's interest in the Property. Borrower shall promptly request of Lender promptly furnish to Lender for copies evidencing such payments. Borrower shall promptly discharge any lien which has or creates this Mortgage, except for the lien of a mortgage secured by the title insurance policy insuring Lender's interest in the Property, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien, a lien acceptable to Lender, or shall in good faith contest such lien by or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien of title insurance of the Property, or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now or hereafter erected on the Property, insured against loss by fire, hazards included within the term extended coverage, and such other hazards as Lender may require and such amounts and 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 on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be with the exception of Lender, and Lender shall provide a standard mortgage endorsement in a form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and a copy of the hazard policy. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment to the insurance carrier directly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of loss or damage, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the exception of any sums paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to claim and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend to prepay the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 4 hereof the Property is impaired by Lender, all right, title and interest of Borrower in and to any insurance proceeds and in 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 lease of this Mortgage is on a leasehold. If this 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 bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development order is executed by Borrower and referred together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects Lender's interest in the Property, or if any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, corporate enforcement, or arrangements or proceedings involving a bankruptcy or receiver, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary, to protect Lender's interest and to pay but not limited to cost of counsel of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 shall be in addition to any amounts due to Lender secured by this Mortgage. Unless Borrower and Lender agree in writing, the terms of payment of such amounts shall be the payable amount of the sums disbursed, which shall be paid in full and shall bear interest from the date of disbursement at the rate payable hereon from time to time, and shall be paid under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give 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 of the Property, or part hereof, or of conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event

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ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LOAN NO. 1192008803

UNIT NUMBER 2309 IN PARK TOWER CONDOMINIUM AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF THE EAST FRACTIONAL 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 27802 AND RECORDED AS DOCUMENT 24874698 AND AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

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