

# UNOFFICIAL COPY

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6667 RV \*-95-172733  
COOK COUNTY RECORDER

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## HOME LINE CREDIT MORTGAGE HARRIS BANK ARGO

This Home Line Credit Mortgage is made this 10TH day of FEBRUARY 1995 between the Mortgagor THOMAS E HUGHES AND HELEN S HUGHES, HIS WIFE AS JOINT TENANTS (herein "Borrower") and the Mortgagee HARRIS BANK ARGO (herein "Lender") whose address is 7549 West 63rd Street, Summit, Illinois 60501

WHEREAS Borrower and Lender are entered into a Home Line Credit Agreement and Disclosures Statement (the "Agreement") dated FEBRUARY 10, 1995 pursuant to which Borrower may from time to time borrow from Lender sums

up to the amount of the aggregate of all borrowings under the Agreement of \$50,000.00 the Maturity Date of any amount borrowed under the Agreement is payable at the rate and at the times provided for in the Agreement. After FEBRUARY 10, 2000 (the "Expiration Date") all sums outstanding under the Agreement may be repaid in full or partially repaid with interest thereon unless Lender agrees to extend such Expiration Date. In any event, all amounts borrowed under the Agreement shall be repaid on or before FEBRUARY 10, 2015 (the "Final Maturity Date")

TO SECURE the repayment of the indebtedness and pursuant to the Agreement with interest thereon, the payment of all other debts, with interest thereon, and to secure and to provide for with the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, a certain hereby mortgaged, granted and conveyed to Lender the following described property located in the County of COOK State of Illinois:

THE SOUTH 1/2 OF LOT 122 IN BARTLETT'S CENTRAL AVENUE ADDITION, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/2 OF THE SOUTHEAST 1/2 LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which has the address of 6017 S MENARD, CHICAGO IL 60638 (herein "Property Address").

Property Index Number 19-17-412-051-0000

TOGETHER with all the improvements now or hereafter created 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 herein referred to as the "Property"

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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 this 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, fines and impositions attributable to the Property which may accrue over this Mortgage and leasehold payments or ground rents, if any, including all payments due under any mortgage which may be 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 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 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 premium on insurance policy shall be paid in a timely manner.

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.

Borrower and Borrower otherwise agree in writing any and all provisions of general insurance policy shall not extend or postpone the due date of any payments due under the Agreement or change the amount of any payment. If under paragraph 17 hereof the Property is acquired by Lender, the and interest of Borrower in and to the proceeds thereof resulting from damage to the Property prior to the date of acquisition shall inure to the benefit of the lender secured by this Mortgage immediately prior to such sale or transfer.

5. **Preservation and Maintenance of Property.** Lensesholds, Condominiums, Planned Unit Developments. Borrower shall keep the Property in good repair and structure and shall maintain a schedule of maintenance of the Property and shall comply with the provisions of any lease of the Property.

Borrower shall perform all of the obligations under the provisions of any lease or agreement of the Property, including but not limited to any action or proceeding or enforcement when the lender is advised in writing of the existence of such obligations or proceedings or proceedings brought by or on behalf of a lien holder, mortgagee, lender, contractor, or any other person, or any arrangement or proceeding involving a bankruptcy or other proceeding, that the lender is advised in writing of the existence of such obligations or proceedings or proceedings brought by or on behalf of the lender or any other person. Borrower shall make such appearances, disburse such sums and take such action as is necessary to protect the lender's interest in the Property, but not limited to the enforcement of reasonable attorney's fees and costs incurred by the lender.

Any amount disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower to the Mortgagee. Lensesholds, Condominiums, Planned Unit Developments. Borrower shall become additional indebtedness of Borrower to the Mortgagee if any amount is advanced for damages, repair or reconstruction in connection with any condemnation or other taking of the Property or part thereof or for any other purpose, and shall be paid to Lender in the event of a total or partial taking of the Property. The proceeds of any award or claim for damages, repair or reconstruction in connection with any condemnation or other taking of the Property or part thereof or for any other purpose, and shall be paid to Lender in the event of a total or partial taking of the Property.

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 in writing of any such inspection, specifying reasonable time to inspect the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, repair or reconstruction in connection with any condemnation or other taking of the Property or part thereof or for any other purpose, and shall be paid to Lender in the event of a total or partial taking of the Property.

9. **Final Payment.** The sums secured by this Mortgage, with the interest thereon, shall be applied to the sums secured by this Mortgage, with the interest thereon, in the event of a total or partial taking of the Property.

10. **Final Payment.** The sums secured by this Mortgage, with the interest thereon, shall be applied to the sums secured by this Mortgage, with the interest thereon, in the event of a total or partial taking of the Property.

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25. **Final Payment.** The sums secured by this Mortgage, with the interest thereon, shall be applied to the sums secured by this Mortgage, with the interest thereon, in the event of a total or partial taking of the Property.

26. **Final Payment.** The sums secured by this Mortgage, with the interest thereon, shall be applied to the sums secured by this Mortgage, with the interest thereon, in the event of a total or partial taking of the Property.

COVENANTS

## COVENANTS. Borrower and Lender covenant and agree as follows:

and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, encumbrances or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in 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, encumbrances or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

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.

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**9. Borrower Not Released.** Enforcement of the time for payment or fulfillment of any other terms of the Agreement of this Mortgage granted by Lender to any borrower shall not operate to release in any manner the liability of the original Borrower and Borrowers, successors or assigns, to the extent required to continue a proceeding, unpaid obligations or any other liability for payment or otherwise as fully and to the extent of the Agreement of this Mortgage by payment of any demand made by the original Borrower and Borrowers and assigns or assigns.

**10. Enforcement by Lender Not a Waiver.** Any enforcement by Lender in exercising any right or remedy under the Agreement or hereunder in enforcing the obligations shall not be construed to constitute the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or the exercise of any right by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**11. Remedies Cumulative.** Remedies provided in this Mortgage are deemed cumulative to any other rights or remedies under this Mortgage or afforded by any other party in Law, to exist and concurrently, independently or concurrently.

**12. Successors and Assigns Bound Joint and Several Liability, Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall extend to the heirs, assigns, 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.

**13. Notice.** Except as may be required by applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by registered mail or certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate in writing to Lender as provided herein and if any notice to Lender shall be given by certified mail, return receipt requested to Lender at the Property Address 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 this Mortgage or the Agreement conflicts with any other law, regulation or ordinance of any other jurisdiction of the Mortgage or the Agreement which is not preempted by federal law, the provisions of this Mortgage and the Agreement are intended to be severable.

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

**16. Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan, interest and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only present but also future indebtedness under the Agreement but also future advances, whether such advances are being made 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 advances were made on the date of the recording 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 records of the public office of the county in which the Property is situated. 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 one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (as 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 mortgages, liens, except as to such liens and encumbrances levied on the Property, in the interest 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 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 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 or to bring 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 attorneys' 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.

**19. Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation of any.

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

9-25-2023

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HARRIS BANK ARGO  
7540 W 63RD ST  
SUMMIT IL 60501

CHRISTINE M JANKOWSKI

The foregoing is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, State of Illinois, this 10th day of February, 1995.



That I, the undersigned, being of legal age and sound mind, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as the same appears to me, and that I am not aware of any fraud, duress, or coercion, or of any defect in the execution of the same, and that I am not aware of any fact which would render the same invalid or inoperative in whole or in part. I have read the foregoing instrument and know the contents thereof, and I understand the nature and consequences of the same, and I execute the same voluntarily and without any fraud, duress, or coercion, or of any defect in the execution of the same, and I am not aware of any fact which would render the same invalid or inoperative in whole or in part.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, State of Illinois, this 10th day of February, 1995.

THOMAS E. HUGHES, A TRUSTEE  
HELEN S. HUGHES, A TRUSTEE

STATE OF ILLINOIS }  
COUNTY OF COOK }  
EVELYN M. CIANNONI

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, State of Illinois, this 10th day of February, 1995.

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