

95277131

Meadows Credit Union

3350 Salt Creek Lane #100
Arlington Heights, IL 60005
Tel. 708.342.9300

DEPT-01 RECORDING \$29.50
T#0001 TRAN 7933 04/27/95 15:08:00
\$2667 + CG *-95-277131
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST.

MAIL
MAIL
MAIL

THIS MORTGAGE is made this 24 day of APRIL, 1995
between the Mortgagor, ROBERT E. STURLINI AND VIRGINIA E. STURLINI, HIS WIFE, AS JOINT TENANTS (herein "Borrower"),
and the Mortgagee, MEADOWS CREDIT UNION
a corporation organized and existing under the laws of ILLINOIS
whose address is 3350 SALT CREEK LANE SUITE 100 ARLINGTON HEIGHTS, IL 60005 (herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed TWENTY THOUSAND AND NO/100 (\$ 20,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable TWENTY FIVE years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a variable rate as described in the Credit Agreement.
- (3) The performance of the covenants and agreements of Borrower herein contained.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of ILLINOIS:

LOT 4 IN BRANIGAR'S MEDINAH SUNSET HILLS, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 07-35-108-007 VOL. 187

EC150777
Equity Title
415 N. LaSalle/Suite 402
Chicago, IL 60610

2950

which has the address of 1516 SUNSET DRIVE (Street)
SCHAUMBURG ILLINOIS 60193 (herein "Property Address");
(City) (State) (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which 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 the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

95277131

Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7 will finance the Project, and the rate provided in the Borrower, may make such appearance, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect action or proceeding which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any the by-laws and regulations of the condominium or planned unit development, and constituent documents, performance of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, or 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 Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the 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 economically feasible to do so.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals

approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by receipts showing that all amounts due under this paragraph have been paid when due. Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender

be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 2, Borrower shall pay or cause to deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments,

4. Prior Mortgages and Deeds of Trust; Charges; Lenses. Borrower shall perform all of Borrower's obligations under any mortgage, the Credit Agreement. second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, secured by this Mortgage.

prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums under paragraph 2 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immediately

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender may require and ground rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of secured by this Mortgage. debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums

any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid

verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes,

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of

paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Borrower and Lender covenant and agree as follows: defend generally, the title to the Property against all claims and demands, subject to encumbrances of record.

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 the Property is unencumbered, except for encumbrances of record. Borrower warrants and will

This Property is in a Planned Unit Development known as _____ This Property is part of a condominium project known as _____ This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

Complete if applicable: _____

UNOFFICIAL COPY

**Meadows
Credit Union**

3350 Salt Creek Lane, Ste. 100
Arlington Heights, IL 60005

Tel. 708.342.9300
Fax 708.342.0740

**RIDER ATTACHED TO MORTGAGE AND MADE A PART HEREOF TO THAT
CERTAIN NOTE DATED APRIL 24, 1995 BETWEEN
MEADOWS CREDIT UNION, AS MORTGAGEE, AND:**

ROBERT E. STURLINI

VIRGINIA E. STURLINI

The Mortgagor and Mortgagee herein agree as follows:

1. The language of this Rider shall govern in the event of a conflict between the language of this Rider and the Mortgage.
2. NOTICE TO THIRD PARTIES AND SUBSEQUENT JUNIOR LIEN HOLDERS:

This Mortgage is a revolving line of credit, calling for advances up to the amount set forth in the Mortgage. The formula for computing interest is as follows:

An Annual Percentage Rate which is variable and equal to the prime lending rate as published in The Wall Street Journal, plus one points 1.25%. The rate may adjust monthly. The maximum interest rate under this Mortgage is 17.25% per annum.

3. This Mortgage shall secure all future advances made within twenty (20) years from the date of Mortgage as set forth in Ill. Rev. Stat. Ch. 17, Sec. 4447 (4) and as amended. However, no advances will be made beyond the 15th year of the term of this Mortgage.

Robert E. Sturlini Jr.
ROBERT E. STURLINI

Virginia E. Sturlini
VIRGINIA E. STURLINI

93277131

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95277131

UNOFFICIAL COPY

Credit Agreement, 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **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.

9. **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, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by 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 successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **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 delivering it or 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 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 herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

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

16. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. **Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

All amounts advanced under the Credit Agreement, up to the Maximum Principal Balance, are secured by this Mortgage, whether advanced before or after sale or transfer of the Property, except any amounts which may be advanced by Lender more than five days after notice to Lender, given in accordance with paragraph 12 hereof, that such sale or transfer has occurred. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

95274131

"OFFICIAL SEAL"
ELSIE R. JOHNSON
Notary Public, State of Illinois
My Commission Expires 5/6/97

Given under my hand and official seal, this 24 day of APRIL 19 95
My Commission expires: 5-6-97
Name: *Elsie R. Johnson*

personally known to me to be the same person(s) whose name(s) ABE
appeared before me this day in person, and acknowledged that THEY
subscribed to the foregoing instrument, signed and delivered the said instrument as

ELSIE JOHNSON, a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS, COOK County ss:

IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Robert E. Sturlin
Virginia E. Sturlin

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

22. Acceleration; Remedies. Except as provided in paragraph 21 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, if the breach is not cured on or before the date specified in the notice. Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may 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.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. Lender shall discharge this Mortgage when Borrower has (1) paid all sums secured by this Mortgage and (2) has requested (a) that the line of credit be canceled or (b) that the line of credit be reduced below the amount for which a security interest in real property may be required by Lender. Lender shall release this Mortgage without charge to Borrower.

131-2256