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DEPT-01 RECORDING \$27.00
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COOK COUNTY RECORDER

271

LOAN NUMBER: 28029643

LA SALLE BANKS

EQUITY LINE OF CREDIT MORTGAGE

This Equity Line of Credit Mortgage is made this Twenty Fourth day of May , 19 96 , between the Mortgagor Edward J. Hansen and

Karen Hansen (herein "Borrower"), and the Mortgagee, LaSalle Bank, F.S.B., (herein "Lender"). Whereas Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement"), dated May 24 , 19 96 , pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 12,200.00 , plus Interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the 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 May 24 , 1996 , 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 May 24 , 2003 (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:

THE NORTH 30 FEET OF LOT 8 IN BLOCK 7 IN OLIVER L. WATSON'S MAPLE GROVE ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

13 19 413 001 V344
which has an address of:
3459 N. Neenah, Chicago, IL 60634
(herein "Property Address").

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 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.

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that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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 of principal and interest due under this Agreement.

any action or proceeding is commenced which materially affects; ii) bondholders to perform the covenants and agreements of this Mortgage, or if limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent's estate; iii) then render a 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 including, fees and entry upon the property to make repairs.

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 is not impaired, the insurance 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 the Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that 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.

All insurance policies and renewals thereto shall be in a 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 records 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.

Excluded Losses. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extra-hazard 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 acquire title to the amount of such coverage exceeded that amount of coverage required to pay the sums secured by this mortgage and any other mortgage on the property.

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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 to Lender as provided herein, and (b) Any notice to Lender shall be given by certified mail, return receipt requested to Lender, and such other address as Lender may designate to Borrower or Lender when given in the manner designated thereto.

14. Governing Law; Separability. This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision of clause of this Mortgage which can be given effect without the conflicting provision, and to this end provides for the separation of the Mortgage and the Agreement, such conflict shall not affect other provisions of the Mortgage and the Agreement and shall be severable.

15. Borrower's Copy. Borrower shall be furnished a carbonized 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 to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to a same extent as if such future advances were made on the date of this 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 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 county in which the property is located, 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 \$ 12,000.00, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on such distributorments (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsuperior liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

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; Capitulations. 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 Borrowers shall be joint and several. The covenants and agreements of the parties hereto shall not be construed as creating a partnership between them.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damage, 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 exceed or postpone the due date of any payment due under this Agreement or change the amount of such payment.

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

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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.

Edward J. Hansen

5-29-96

Date

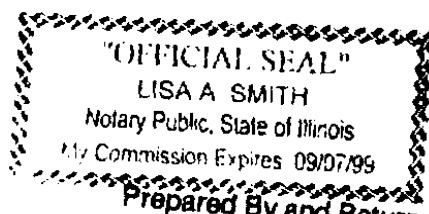
Karen Hansen

5-29-96

Date

State of Illinois
SS
County of Cook

I, Edward J. Hansen & Karen Hansen, his wife, a Notary Public in and for said county and state, do hereby certify that Edward J. Hansen & Karen Hansen, his wife, personally known to me to be the same person(s) whose name(s) is / are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he / she / they signed and delivered the said instrument his / her / their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal, this 30th day of May, 1996.



Lisa A. Smith
Notary Public, State of Illinois
My Commission Expires 09/07/99

Notary Public

Prepared By and Returned To:

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