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When Recorded Return To:
Lincoln Park Savings Bank
1946 W. Irving Park Road
Chicago, Illinois 60613

96722177



DEPT-01 RECORDING 135.50
142221 TRAN 1008 09/20/96 15:36:00
16272 # 002 * - 96 - 7 22 177
COOK COUNTY RECORDER

OPEN END CREDIT REAL ESTATE MORTGAGE

ACCOUNT# 0180152176

Mortgage Date September 5, 1996

(Not for Purchase Money)

CONSIDERATION AND GRANT OF MORTGAGE

This mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Investment Equityline Account Contract ("Account"), Mortgagee is obligated to make future advances on a continuing basis, for five (5) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and all buildings and fixtures.

La Salle National Trust, M.A., Successor Trustee to
La Salle National Bank, Successor Trustee to La Salle

MORTGAGOR(S)	Northwest National Bank, formerly known as Northwest National Bank of Chicago	MORTGAGEE	
NAME(S)	LaSalle National Bank as Trustee U/T/A/D 4-18-78 and Known as Trust Number 26-4618-00	NAME(S)	LINCOLN PARK SAVINGS BANK
ADDRESS	4723-25 N. Hermitage 96722177	ADDRESS	1946 W. IRVING PARK ROAD
CITY	Chicago	CITY	CHICAGO
COUNTY	Cook	COUNTY	COOK
STATE	Illinois	STATE	ILLINOIS

PROPERTY ADDRESS F.I.N. # 14-18-204-010-0000

4723-25 N. Hermitage, Chgo, Il. 60640

PRINCIPAL AMOUNT (MORTGAGOR'S CREDIT LIMIT)

Twenty Five Thousand and 00/100***

\$ 25,000.00

INV 12/94

35.50
Bill

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All insurance policies and renewals shall be acceptable to Lender paragraph 11.

coverage to protect Lender's rights in the property in accordance with coverage described above, Lender may, at Lender's option, obtain shall not be unreasonably withheld. If Borrower fails to maintain insurance shall be chosen by Borrower subject to Lender's approval which periods that Lender requires. The insurance carrier providing the insurance shall be maintained in the amounts and for the hazards, including floods or flooding, for which Lender requires fire, hazards included within the term "extended coverage" and any other existing or hereafter erected on the property insured against loss by HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now

evidencing the payments. Borrower shall promptly furnish to Lender receipts rents, if any. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this security instrument, and leasehold payments or ground CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, being mortgaged hereunder.

The Mortgagor(s) hereby waives and releases all rights under any homestead or exemption law that might otherwise affect the real estate or under any other statutory procedure for foreclosure of a mortgage. Termination and acceleration of Amount Due, the Mortgagee may proceed to foreclosure under the Mortgage Foreclosure Law for the State of Illinois secured by this Mortgage under the provision entitled Account other act or omission as specified in the Account contract which is payment of any indebtedness secured by this Mortgage or commits any FORECLOSURE AND SALE. In the event the Mortgagor(s) defaults on the insurance, court and advertising costs.

limited to, reasonable attorney fees, costs of abstract, title secure, the payment of all costs of foreclosure, including, but not FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall

indebtedness to be declared in default. of such other obligations), and in no way will cause such other PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgage indebtedness to which this mortgage is secondary, according to the terms to the Mortgagor's right to demand payment in full.

option, constitute a default in the contract and subject that contract contract, or otherwise, such sale or assignment may, at the Mortgagor's otherwise transfer their interest in the property, whether by deed, DUE ON SALE. In the event the Mortgagor(s) shall sell, assign or will pay all taxes, assessments, and other charges when they are due.

COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagor's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) Mortgagee which is secured by this Mortgage.

Mortgage according to the terms of the contract between mortgagor(s) and PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this specified in this Mortgage as well as the Account contract between Mortgagor(s) and Mortgagor which this Mortgage secures.

1. COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account contract between Mortgagor(s) and Mortgagor which this Mortgage secures.

Sub Lot 2 in Snyder's Subdivision of Lots 7 and 8 in Block 1 in Kedzie's Addition to Ravenswood, being a subdivision of the Northwest 1/4 of the Northeast 1/4 of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY DESCRIPTION

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and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 22, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

10. PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY: BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
11. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 11, Lender does not

Any amounts disbursed by Lender under this paragraph 11 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

12. INSPECTION. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

13. BORROWER NOT RELEASED; FORFEITURE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

14. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several.

15. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or cause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

17. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

18. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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- without further notice or demand on Borrower.
19. **BORROWER'S RIGHT TO REINSTATE.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 18.
20. **SALE OF NOTE; CHANGE OF LOAN SERVICER.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 15 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
21. **HAZARDOUS SUBSTANCES.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.
- Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.
- As used in this paragraph 21, "Hazardous Substances" are those defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
- NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:
22. **ACCELERATION; REMEDIES.** Lender shall give notice to Borrower prior to

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Notary Public

Commission expires: _____

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Given under my hand and official seal, this _____ day of _____

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois)
) SS)
) COUNTY OF)

INDIVIDUAL BORROWER/MORTGAGOR
Date

INDIVIDUAL BORROWER/MORTGAGOR
Date

INDIVIDUAL BORROWER/MORTGAGOR
Date

INDIVIDUAL BORROWER/MORTGAGOR
Date

SIGNED AND SEALED BY MORTGAGOR(S)

SIGNATURES - MORTGAGOR(S)/NOTARIZANT(S)

By _____ Assistant Secretary

ADDITIONAL PROVISIONS

23. RELEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
24. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the property.
LA SALLE NATIONAL TRUST, N.A., as Trustee under Trust No. 27-4618-00 and not personally

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED September 5, 1991 UNDER TRUST NO. 26-4618-00

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, S.A., not personally, but as Trustee under Trust No. 26-4618-00 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, S.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, S.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, S.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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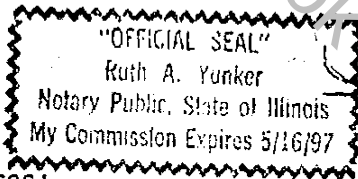
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, RUTH YUNKER, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Rosemary Collins, Assistant Vice President of LA SALLE NATIONAL TRUST, N.A., and Corinne Bak, Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 6 day of September, 1996



Ruth A. Yunker
NOTARY PUBLIC

My Commission Expires: _____

Form XX0135

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