



UNOFFICIAL COPY

97400661

DEPT-01 RECORDING \$33.00
T#0012 TRAN 5416 06/05/97 15:34:00
#0686 RH *-97-400661
COOK COUNTY RECORDER

97026057
02/12/1
7647880
HOME EQUITY LINE OF CREDIT MORTGAGE

THIS MORTGAGE is dated as of MAY 30, 19 97 and is made between
WILLIAM W. LINSON AND LINDA R. LINSON, HUSBAND AND WIFE ("Mortgagor") and
First National Bank of Evergreen Park ("Mortgagee").
First National Bank of Evergreen Park, a National Banking Association, whose address is 6711 W. 55th Street, Oak Lawn, IL 60453

333P

This Mortgage provides for advances and readvances of credit up to the maximum amount of *****
FIFTY THOUSAND AND NO/100 ** 50,000.00***

50,000.00 Dollars, (\$) as evidenced by
a Home Equity Line of Credit Note ("Note") bearing the same date as this Mortgage made by Mortgagor and payable in accordance with
the terms and conditions stated therein. The lien of this Mortgage secures payment of any existing indebtedness and future advances made
pursuant to the Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard
to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any
indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall not secure any extension of credit that would
exceed the maximum amount of the Note secured by this mortgage.

THEREFORE, Mortgagor, in consideration of the indebtedness, and to secure its payment and of all other sums required by the
terms of the Note or of this Mortgage to be paid by Mortgagor, and to secure the performance of the terms, covenants and conditions
contained in this Mortgage or in the Note and to secure the prompt payment of any sums due under any renewal, extension or modification
of the Note or any substitute note, (which renewal, extension, modification, or substitution shall not impair in any manner the validity or
priority of this Mortgage) does hereby grant, convey, warrant, sell, mortgage and assign to Mortgagee, its successors and assigns all of
the real estate legally described as:

SEE ADDENDUM:

Common Address: 6711 PONDVIEW DRIVE, TINLEY PARK, IL 60477

Permanent Index No. 31-06-200-034-0000

situated in COOK County, Illinois (which together with the following described
property is sometimes herein referred to as the "Premises"):

BOX 333-CTI

97400661

- A. All right, title and interest of Mortgagor, including an after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and the alleys adjoining the premises.
- B. All tenements, hereditaments, easements, appurtenances, and privileges in any way now or later appertaining to the premises.
- C. All buildings and improvements of every kind now or later erected or placed on the premises and all materials intended for construction, reconstruction, alteration or repairs of the improvements. All materials shall be deemed to be a part of the premises. The premises shall include all machinery, equipment and fixtures owned by the Mortgagor used or useful in the operation of the real estate, and all renewals or replacements and substitutions of those items, whether or not the same are or shall be attached to the building or buildings in any manner, all the property owned by Mortgagor and placed on the premises or used in connection with the operation or maintenance of the premises shall so far as permitted by law, be deemed to form a part of the real estate and for the purpose of this Mortgage to be real estate, and covered by this Mortgage. As to any property which does not form a part of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be a security agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property which Mortgagor grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD THE PREMISES BY THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER, FOR THE PURPOSES AND USES STATED, FREE FROM ALL RIGHTS AND BENEFITS UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS, WHICH RIGHTS AND BENEFITS MORTGAGOR DOES EXPRESSLY RELEASE AND WAIVE.

COVENANTS

- 1. Mortgagor covenants and agrees:
 - a. To pay, when due, all sums secured by this Mortgage.
 - b. To keep the premises in good condition and repair and not commit or permit waste on the premises.
 - c. To keep the buildings now and hereafter on the mortgaged premises and all insurable parts of the real estate insured under a replacement cost form of insurance policy, against loss or damage by fire or other hazards as the Mortgagee may from time to time require in forms, and companies, and in sums satisfactory to Mortgagee. All insurance policies shall be held by and payable to Mortgagee as its interest may appear. At least fifteen (15) days prior to the expiration of each policy, Mortgagor shall deliver to Mortgagee a policy replacing the one expiring.
 - d. Except to the extent money shall have been deposited and shall be available for payment of taxes under the provisions of the next paragraph or under a prior mortgage, to pay, not less than ten (10) days before the same shall become delinquent or a penalty attaches hereto for non-payment, all taxes, assessments and charges of every nature which may be levied, assessed, charged or imposed on the premises or any part thereof and to pay when due any indebtedness which may be secured by a lien or charge on the premises, and, upon request by Mortgagee, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such lien or claim. Upon request from Mortgagee, Mortgagor will pay to Mortgagee, on each date on which payment is due under the Note, such amount as Mortgagee may from time to time estimate will be required to pay (before the same shall become past due) all taxes, assessments and other governmental liens or charges against the property hereby mortgaged. Mortgagor shall procure and deliver to Mortgagee, in advance, statements for such charges. In the event of any default under the terms of this Mortgage, any part or all of the amounts paid by Mortgagee may be applied to the indebtedness secured by this Mortgage and in refunding any part of such amounts, Mortgagee may deal with whomever is represented to be the owner of the premises at that time.
 - e. To comply promptly with all ordinances, regulations, laws, conditions and restrictions which affect the mortgaged property, or its use, and not to permit the premises to be used for any unlawful purpose(s).
 - f. To execute and deliver upon demand of Mortgagee any and all instruments Mortgagee may deem appropriate to perfect, evidence, protect or facilitate the enforcement of the lien of this Mortgage.
- 2. Mortgagor hereby assigns and transfers to Mortgagee all rents and profits due or to become due and all deposits of money as advanced rent, or for security, under all present and future leases or agreements for use or occupancy of the mortgaged premises, including those made by Mortgagee under powers herein granted, hereby absolutely transferring and assigning all such leases and agreements and all avails of those leases and agreements to Mortgagee.

97400661

UNOFFICIAL COPY ADDENDUM

PARCEL 1:

THAT PART OF LOT 22 IN SOUTH POINTE PHASE 2, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 22; THENCE SOUTH 37 DEGREES 41 MINUTES 41 SECONDS WEST, 22.22 FEET ALONG THE EAST LINE OF SAID LOT; THENCE NORTH 52 DEGREES 18 MINUTES 19 SECONDS WEST, 7.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41 DEGREES 35 MINUTES 54 SECONDS WEST, 39.00 FEET; THENCE NORTH 48 DEGREES 24 MINUTES 6 SECONDS WEST, 91.00 FEET; THENCE NORTH 41 DEGREES 35 MINUTES 54 SECONDS EAST, 39.00 FEET; THENCE SOUTH 48 DEGREES 24 MINUTES 6 SECONDS EAST, 91.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR SOUTH POINTE TOWNHOMES RECORDED APRIL 8, 1996, AS DOCUMENT 96261552, AS AMENDED, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PIN# 31-06-200-034-0000

Property of Cook County Clerk's Office

97400661

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3. *Mortgagor assigns and transfers to Mortgagee, up to the amount of the indebtedness secured hereby, all awards of damages in connection with any taking of or injury to the premises under power of eminent domain or acquisition for public use or quasi-public use; and the proceeds of all awards after the payment of all expenses, including Mortgagee's attorney's fees, shall be paid to Mortgagee. Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittance and to appeal from any such award.*
4. *All monies received by Mortgagee (a) under any policy of insurance, (b) from awards or damages in connection with any taking of or injury to the mortgaged property for public use, or (c) from rents and income, may at Mortgagee's option without notice, be used (i) towards the payment of the indebtedness secured by this Mortgage or any portion of the indebtedness whether or not yet due and payable; (ii) toward reimbursement of all costs, attorney's fees and expenses of Mortgagee in collecting the proceeds of the insurance policies or the awards. Any monies received by Mortgagee not used will be paid over to Mortgagor.*
5. *In the event of a default by Mortgagor in the performance of any agreement or covenant of Mortgagor under this Mortgage or any other instrument executed by Mortgagor in connection with this transaction, or if (a) the Mortgagor fails to meet the repayment terms of this Mortgage or of the Note secured by this Mortgage for any outstanding balance, (b) the Mortgagor engages in fraud or material misrepresentation in connection with this Home Equity Line of Credit transaction, or (c) any action or inaction by the Mortgagor that adversely affects the Mortgagee's security for this Home Equity Line of Credit, or any right of the Mortgagee in such security, then and in any of such events, at Mortgagee's option, the entire amount secured by this Mortgage shall become immediately due and payable without notice or demand and this Mortgage may be foreclosed accordingly. If Mortgagor shall abandon the mortgaged property, Mortgagee may take immediate possession of the property with or without foreclosure.*
6. *If any of Mortgagor's covenants or agreements contained in this Mortgage are not performed, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, title or claim or redeem from any tax sale or forfeiture affecting the premises or contest any tax assessment. All monies paid for any of the purposes authorized and all expenses paid or incurred in connection with those purposes, including reasonable attorney's fees, and any other monies advanced by Mortgagee to protect the premises or the lien of this Mortgage shall be additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest due on those payments as provided in the Note secured hereby.*
7. *In the event of foreclosure of this Mortgage, Mortgagor shall pay all costs and attorney's fees which may be incurred by Mortgagee or in connection with any proceeding to which Mortgagee is a party by reason of this Mortgage. Mortgagor will pay Mortgagee, in addition to other costs, a reasonable fee for title evidence prior to and after the filing of foreclosure and the preparation of such foreclosure, together with all other and further expenses of foreclosure and sales, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the premises and expenses of upkeep and repair made in order to place the same in a condition to be sold.*
8. *Every maker or other person liable on the Note shall remain primarily bound jointly and severally, (if more than one) until the Note is fully paid, notwithstanding any sale or transfer of the mortgaged property. This instrument shall inure to the benefit of and bind the respective heirs, successors and assigns of the parties. Whenever used, the singular number shall include the plural, and the plural the singular and the use of any gender shall be applicable to all genders. The word Mortgagor shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such person shall have executed the Note of this Mortgage.*
9. *No remedy or right of Mortgagee shall be exclusive, but shall be in addition to every other right or remedy conferred now or hereafter existing by law. Each and every right, power and remedy may be exercised or enforced concurrently. No delay in any exercise of any of the Mortgagee's rights shall preclude the subsequent exercise of that right and no waiver by Mortgagee of any default of Mortgagor shall operate as a waiver of subsequent defaults. Time is of the essence in this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable. This Mortgage shall be governed by the laws of the State of Illinois.*

UNOFFICIAL COPY

- 10. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
- 11. Any sale, conveyance or transfer of any right, title or interest in the premises or any portion thereof, without the prior written approval of the Mortgagee, or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the premises without prior written approval of the Mortgagee shall constitute a default hereunder and upon any such default, the Mortgagee or the holder of the Note may declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Mortgage immediately or at any time during the continuance of the default. Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of the paragraph in the future.
- 12. The terms of the Note of the same date as this Mortgage and all renewals, extensions and modifications are hereby incorporated by reference into this Mortgage. Mortgagor has executed this Mortgage the day and year first above written.

William W. Linson
 Mortgagor WILLIAM W. LINSON

 Mortgagor

Linda R. Linson
 Mortgagor LINDA R. LINSON

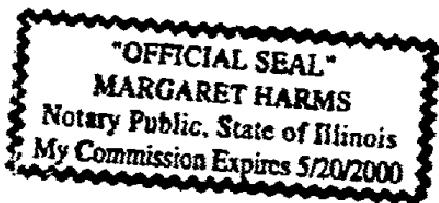
 Mortgagor

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that

WILLIAM W. LINSON AND LINDA R. LINSON, HUSBAND AND WIFE are (is) personally known to me to be the same person(s) whose name(s) are (is) subscribed to the foregoing instrument, and that they (he) (she) appeared before me this day in person and acknowledged that they (he) (she) signed, sealed and delivered the said instrument as their (his) (her) free voluntary act, for the uses and purposes stated in the Mortgage INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

Given under my hand and notarial seal this 30th day of MAY, 19 97



Margaret Harms
 Notary Public

97400661

This Document Prepared By:
 First National Bank of Evergreen Park
 Business Banking Center
 4900 W. 95th Street
 Oak Lawn, IL 60453

(Please Return To)
 First National Bank of Evergreen Park
 4900 W. 95th Street
 Oak Lawn, IL 60453

UNOFFICIAL COPY

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30 TH day of MAY, 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONAL BANK OF EVERGREEN PARK, 4900 W. 95TH STREET, OAK LAWN, IL 60453 (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6711 PONDVIEW DRIVE, TINLEY PARK, IL 60477
(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in DECLARATIONS OF COVENANTS, RESTRICTIONS AND CONDITIONS FOR SOUTH POINTE TOWNHOMES (the "Declaration"). The Property is a part of a planned unit development known as SOUTH POINTE TOWNHOME

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 9/90

ITEM 1822L1 (9410)

DocId 0000300059

(Page 1 of 2 pages)

GREATLANDS
To Order Call: 1-800-630-8363 Fax: 610-791-1131
ACCT# 400118745

97400661

UNOFFICIAL COPY

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Consensus Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this PUD Rider.



WILLIAM W. LINSON (Seal)
Borrower



LINDA R. LINSON (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

97400661

Property of Cook County Clerk's Office