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DEPT-01 RECORDING 829.50
THRU: TRAN 0425 07/15/97 13:49:00
1997 + DW * -97-508643
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

PLAINBANK OF ILLINOIS, N.A. MORTGAGE

PlainBank of Illinois, N.A.
678 Lee Street
Des Plaines, Illinois 60018

Property

97508643

**THIS MORTGAGE, made this 21st day of March, 1997, between CYNTHIA L. ENGLE, AS TRUSTEE
OF THE CYNTHIA L. ENGLE TRUST DATED 5-17-96.**

("Borrower") and PLAINBANK OF ILLINOIS, N.A., a national banking association with offices at 678 Lee Street, Des Plaines, Illinois 60018 ("Bank").

WITNESSETH that:

Borrower has executed and delivered a certain Note, Security Line Note and Credit Agreement ("Note") of even date herewith payable to the order of Bank in the maximum principal amount ("Maximum Credit Amount") of ONE HUNDRED TWENTY FIVE THOUSAND NO/100 dollars (\$ 125,000.00). The Note evidences advances made or to be made by Bank to Borrower under the terms of the Note.

The indebtedness evidenced by the Note accrues interest at a variable rate provided for in the Note. The principal and interest under the Note are due and payable as provided in the Note, and the outstanding principal balance of the Note and all accrued and unpaid interest are, if not sooner due or declared due, (a) and payable due (b) years from the date hereof.

To secure to Bank (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, charged in accordance herewith to protect the security of this Mortgage; and (c) the performance of the covenants and agreements of the Borrower herein contained and of the covenants and agreements of Borrower contained in the Note, the Borrower does hereby **MORTGAGE, GRANT AND CONVEY** to the Bank the following described property located in Cook County, Illinois, hereby releasing and waiving all rights, under and by virtue of the Homestead Exemption Laws of the State of Illinois in such property:

LOT 8 IN BLOCK 1 IN DALE GUSTIN AND WALLACE'S ADDITION TO PARK RIDGE IS SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A JUNIOR MORTGAGE

which has the common address of 328 S. Courtland Avenue, Park Ridge, Il. 60068
("Property Address"); and the permanent index number of 09-35-219-016-0000

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J.P.

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6. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as Bank may require. Borrower shall maintain Hazard Insurance for the term of the Note or such other periods as Bank may require and in such amounts as Bank may require, provided that Bank shall not require insurance in excess of the sum of (a) 110% of the Maximum Credit Amount of the Note and (b) the amount of any obligation secured by any Prior Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and amounts thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause acceptable to Bank. Bank shall have the right to hold the policies and amounts thereof, subject to the rights and terms of any Prior Mortgage. Borrower shall promptly furnish to Bank all receipts of paid premiums and amount notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any Prior Mortgage, insurance proceeds shall be applied to restoration or repair of the 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 would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Bank receives payment from the insurance carrier in settlement of a claim, Bank is authorized to apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If under paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower in any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLD; CONDOMINIUM; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of 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 perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is created by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. PROTECTION OF BANK'S SECURITY. If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankruptcy or default, then Bank at Bank's option, upon notice to Borrower, may make such arrangements, take such steps and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank requires mortgage insurance as a condition of this Mortgage, the loss covered by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Bank pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Bank to incur any expense or take any action hereunder.

8. INSPECTION. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Bank'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 Bank, subject to the terms of any Prior Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement for condemnation damages shall be made without Bank's prior written approval.

10. EXTENSION OF TIME FOR PAYMENT. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of this Mortgage created by Bank to any

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12. THE CONTRACT. This is of the nature of the contract and the terms...

13. THE CONTRACT. This is of the nature of the contract and the terms... (mirrored text)

14. THE CONTRACT. This is of the nature of the contract and the terms... (mirrored text)

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19. THE CONTRACT. This is of the nature of the contract and the terms... (mirrored text)

20. THE CONTRACT. This is of the nature of the contract and the terms... (mirrored text)

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22. **RELEASE.** Upon payment of all sums secured by this Mortgage and termination of the Note, Bank shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordings of any documentation necessary to release this Mortgage.

23. **WAIVER OF HOMESTEAD.** Borrower hereby waives all rights of homestead exemption in the Property.

24. **LOAN CHARGES.** If the loan secured by this Mortgage is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Bank may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

25. **LEGISLATION AFFECTING BANK'S RIGHTS.** If enactment or expiration of applicable law has the effect of rendering any provisions of the Note or this Mortgage unenforceable according to its terms, Bank, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by this Mortgage or the Note.

IN WITNESS WHEREOF, the undersigned has signed this Mortgage on the day and year first above written at Des Plaines, Illinois.

BORROWER:

Cynthia L. Engle, Trustee

NAME: CYNTHIA L. ENGLE, AS TRUSTEE OF THE CYNTHIA L. ENGLE TRUST DATED 5-17-96.

NAME:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nancy C. Radek, a Notary Public in and for said County, in the State aforesaid, DO

HEREBY CERTIFY THAT Cynthia L. Engle, as Trustee of the Cynthia L. Engle Trust

dated 5/17/96

personally known to me to be the same person(s) whose name(s) he (she) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she

signed, sealed and delivered the said instrument as his (her) (their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 21st day of March, 1997

Nancy C. Radek
Notary Public

My commission expires: 11-26-00

THIS INSTRUMENT WAS PREPARED BY:

RETURN TO:

FLANKBANK OF ILLINOIS, N.A.
670 LEE ST.
BOX 408
DES PLAINES, IL 60018

OFFICIAL SEAL
NANCY C. RADEK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/26/00



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Property of Cook County Clerk's Office