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AFTER RECORDING, PLEASE RETURN TO: MORTGAGE PREPARED BY: CHERIE PECORARO 9617 W GRAND AVE LEYDEN CREDIT UNION FRANKLIN PARK 11. 60131

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REVOLVING CREDIT 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 MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE WAS PREPAREO BY: CHERIE PECORARO, 9617 W. GRAND AVE, FRANKLIN PARK, IL. 6013 (...

THIS MORTGAUE is made this LUTH day of SEPTEMBER, 1997, between the mortgagor, FELICIAN MAIOR AND FLORICA MAIOR, HIS WIFE, IN JOINT TENANC 2 (ac. cin "borrower"), and the mortgagee, LEVDEN CREDIT UNION, a corporation organized and existing under the laws of the state of Hinois whose address is 9617 W. Grand Ave, Franklin Park II., 60131 (begein "lender").

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

The repayment of all indebtedness due and to become due under the terms and conditions of the COANLINER Home Equity Plan Credit Agreement and Trutti-in-Lending Disclosures made by recrower 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 viii 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 may vary from time to time, and any other charges and collection costs which has be owing from time to time under the Credit Agreement) shall not exceed TWENTY-FIVE THOUSAND (\$25,000.00). This sum is referred to herein as the Maximum Principal Balance and referred in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 20 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 rate which may vary as described in the Credit Agreement.

(3) The performance of the covenants and agreements of Borrower herein contained;

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

THE EAST 85 FEET OF LOTS 239 AND 240 IN FREDERICK H. BARTLETT'S GRAND FARMS UN'UG, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12 EAST OF CUF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 10938 W BARRY AVE, MELROSE PARK IL 60164 (herein "Property Address"); Property Tax ID No.:12-29-103-029

TOGETHER with all of 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."

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Complete if applicable:

This property is part of a condominium project known as.
This property includes Borrower's unit and all Horrower's rights in the common elements of the condominium project.

This property is in a Planned Unit Development known as.

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit

Agreement.

2. Funds For Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum, (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from Property, if any, plus one-twelfth of section that the Rarrower makes such payments to the holder of a prior mortunge or deed of such payments of fundate Lender to the extent that the Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If horrower press funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender as such an institution). Lender shall apply the Funds to pay said guaranteed by a Federal of state agency (including Lender if Lender as such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance primitums, and ground tents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits 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 to the Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender funds that he be required to pay Borrower and interest or earnings on the Funds. Lender shall give to Borrower, without charge, annual accounting of the Funds, showing credits and 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 secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents as they fall decount excess shall be, at Borrower's option, either promptly repaid to borrower or credited to borrower on 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 rent as they fall due, Borrower shall pay to lender any amount necessary to make

taxes, assessments, insurance premiums and ground rent as they fall due, Borrower shall pay to lender any amount necessary to make

taxes, assessments, insurance premiums and ground rent as they fall due, Borrower shall pay to lender any amount necessary to make up the deficiency in one or more payments as Lender may recuire.

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the property is otherwise acquired by Lender. Lender shall apply, no later than immediately 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 secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreements 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, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deed of Trust; Liens, Borrower shall preform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make gainst loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require.

S. Hazard Insurance. Borrower shall keep the improvements now existing or hereafte included within the term "extended coverage," floods, and such other hazards included within the term "extended coverage," floods, and such other hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cast, basis in an amount not less than that necessary to comply with any coinsurance a percanage stipulated insurance on a replacement cast, basis in an amount not less than that necessary to comply with any coinsurance a percanage stipulated

Insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof 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. Lender shall have the right to hold the policies and renewals thereof and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement

with a lien which has priority over this Mortgage.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not 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 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. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the property, if it is economically feasible to do so.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lander within 30 days from the date notice is mailed by Lender to Borrower that the 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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; 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, the by-laws and regulations of the condominium or planned unit development, and the constituent

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documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the 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 liener.

the extent of any payment by Lender to such 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 ant 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. Borrover Nat Released; Forbearance By lender Nat a Walver. 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 are liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings (gainst 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 exercing any right or remedy hereunder, or otherwise alforded 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 be reader 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 excente the Codit 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) agree that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or ancoderents with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower' interest in the

12. Notice. Except for any notice required under a picable 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 des, mate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Londer's address stated no en or to such other address as Londer 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 it it the applicability of Federal Law to this Mortgage. In the event that any provision or clause in this Mortgage or the Credit Agreement acconflicts 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 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 zeverable. As used herein, "costs," "expenses, " and "attorneys" fees" include all sums to the extent not prohibited by applicable law or law ical 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 the 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.

consent of Lender.

15. Borrower's Copy. Borrower shall be famished a copy of the Credit Agreement and of the Margage at the time of

execution or after recordation hereof.

16. Rehabilitation Lonn Agreement. Borrower shall fulfill all of Borrower's obligations under any occue 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 decises which Horrower may have against parties who supply labor, materials or services in connection with improvements made to the property.

17. Vaivor 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. Walver of Statutes of Limitation. Horrower hereby waives to the full extent permitted by law, statutes of limitation as

a defense to any demand 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.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Horrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release or Borrower, Lender may require that the person 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

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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.

22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default

("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to the Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default 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 Burrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonevictence of an event of default or any other defense of Borrower to acceleration and foreclosure. If the event of default is put cored on or before the date specified in the notice, Lender, at Lender's option, may declare all off the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage

by judicial proceeding. Londer shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable atteracy's fees and costs of documentary evidence, abstracts and title reports.

23. Borrower's Rights to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall neve the right to have any proceedings begun by Lender to enforce this Mortgage due to any time prior to entry of a judgement reforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Credit Agreement and no acceleration occurred; (b) Borrower cures all events of default, (c) Borrower pays all this Mortgage and the Credit Agreement and no acceleration occurred; (b) Borrower cures all events of default, (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 on an apaph 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, 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 lischarge 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 Lender. Lender shall release this Mortgage without a charge to flavourer.

which a security interest in real property may be Lender, Lender shall release this Mortgage without a charge to Bottower.

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

Borrower and Lender request the holder of any Mortgage, deed of try st 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.
IN WITNESS THEREOF, Borrower has executed this Mortgage.

BORROWER

BORROWER

STATE OF ILLINOIS, Cook County 88:

LJUDY KLING, a Notary public in and for said county and state, do hereby certify that FELICIAN MAJOR AND FLORICA MAIOR, HIS WIFE, IN JOINT TENANCY, personally known to me to be the same person(s) whose names(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13th day of September, 1997.

My commission expires: //-05-97

"OFFICIAL SEAL"

Judy J. Kling, Notary Public Cook County, State of Illinois

My Commission Expires 19705/99