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98430080
Cook County Recorder 61.50

Recordation requested by:
FLEET HOME EQUITY USA, INC.
6 EXECUTIVE PARK DR NE
SUITE 300
ATLANTA, GA 30329

When recorded mail to:
FLEET HOME EQUITY USA, INC.
6 EXECUTIVE PARK DR NE
SUITE 300
ATLANTA, GA 30329

Prepared by:
DANITA Y. HENRY

FOR RECORDER'S USE ONLY

OPEN-END MORTGAGE

Maturity Date of Secured Debt: 02/11/18

The maximum amount of the Sums Secured by this Mortgage is three times the amount of the line of credit (described below).

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Mortgage." This document, which is dated FEBRUARY 6, 1998, will be called the "Mortgage".

(B) "Mortgagor." JONATHAN S. WHALEN AND JOHN J. CONNOLLY, JOINT TENANCY

sometimes will be called "Mortgagor" and sometimes simply "I" or "me".

(C) "Mortgagee." FLEET HOME EQUITY USA, INC will be called "Mortgagee". Mortgagee is a corporation which exists under the laws of DELAWARE. Mortgagee's address is 377 E BUTTERFIELD RD., SUITE 315, LOMBARD, IL 60148

(D) "Note." The Variable Interest Rate Revolving Loan Agreement and Disclosure Statement signed by Mortgagor and dated FEBRUARY 6, 1998, will be called the "Note". The Note shows that I owe Mortgagee SIXTY THOUSAND AND 00/100

Dollars (U.S. \$ 60,000.00) plus interest. I have promised to pay this debt in monthly payments and to pay the debt in full by the Final Maturity Date of FEBRUARY 11, 2018. This Mortgage secures a consumer revolving loan agreement, including both the Initial Advance of SIXTY THOUSAND AND 00/100

Dollars (U.S. \$ 60,000.00), as well as all future advances that Lender may make from time to time. The maximum amount of debt, not including sums advanced to protect the security of this Mortgage, to be secured at any one time under this line of credit is SIXTY THOUSAND AND 00/100

Dollars (U.S. \$ 60,000.00).

Lawyers Title Insurance Corporation

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property".

(F) "Sums Secured." The amounts described below in the section titled "Mortgagor's Transfer to Mortgagee of Rights in the Property" sometimes will be called the "Sums Secured".

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MARITAL STATUS OF MORTGAGOR(S)

The following Mortgagors are married or single as indicated:

1. _____ JONATHAN S. WHALEN is Single
(Name of Mortgagor #1) (Married or Single)
2. _____ JOHN J. CONNOLLY is Single
(Name of Mortgagor #2) (Married or Single)

MORTGAGOR'S TRANSFER TO MORTGAGEE OF RIGHTS IN THE PROPERTY

I mortgage, warrant and convey the Property to Mortgagee, subject to the terms of this Mortgage, to have and to hold all of the Property to Mortgagee, and to its successors and assigns, forever. This means that, by signing this Mortgage, I am giving Mortgagee those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. Those rights that the law gives to lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Mortgagee these rights to protect Mortgagee from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Mortgagee as stated in the Note;
- (B) Pay, with interest, any amounts that Mortgagee spends under Paragraphs 2 and 8 of this Mortgage to protect the value of the Property and Mortgagee's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Mortgage.

REVOLVING LINE OF CREDIT SECURED

This Mortgage secures a revolving line of credit and shall secure not only the amount which Mortgagee has presently advanced to Mortgagor under the Note, but also any future amounts which Mortgagee may advance to Mortgagor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advances were made as of the date of the execution of this Mortgage. The revolving line of credit obligates the Mortgagee to make advances to Mortgagor on the terms contained in the Note. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a variable rate as provided in the Note, any temporary overages, other charges, and any amounts extended or advanced, shall exceed the maximum credit limit as provided in the Note (and set forth above, in the definition of "Note"). It is the intention of the Mortgagor and Mortgagee that this Mortgage secures the balance outstanding from time to time from zero up to the credit limit as provided in the Note, and any intermediate balance.

DESCRIPTION OF THE PROPERTY

I grant and mortgage to Mortgagee the Property described in (A) through (H) below:

- (A) The Property is located at: 332 EAST CENTRAL, ARLINGTON HEIGHTS, ILLINOIS 60005

This Property is in _____ County.

It has the following legal description:
SEE ATTACHED

The permanent index number of the Property is:

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Lot One Hundred Nineteen (119) in the resubdivision of lots 95 to 122 inclusive in Scarsdale Estates, being a subdivision of the East half (1/2) of the southwest quarter (1/4) and the West half (1/2) of the southeast quarter of Section 32, Township 42 North, Range 11 East of the Third Principal Meridian, (excepting the North 685.4 feet thereof also excepting the East 40 acres of that part of the West half (1/2) of said Southeast Quarter (1/4) lying South of the North 685.4 feet thereof; and also excepting that part of the East half (1/2) of said southwest Quarter (1/4) lying Westerly of the center line of Arlington Heights Road, (called State Road) and South of the North 685.4 feet thereof in Cook County, Illinois.

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- (B) All buildings and other improvements that are located on the property described in sub-paragraph (A) of this section;
- (C) All rights in other property that I have as owner of the property described in sub-paragraph (A) of this section. These rights are known as "easements and appurtenances attached to the property";
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in sub-paragraph (A) of this section;
- (E) All fixtures that are now or in the future will be on the property described in sub-paragraphs (A) and (B) of this section;
- (F) All of the rights and property described in sub-paragraphs (B) through (E) of this section that I acquire in the future;
- (G) All replacements of or additions to the property described in sub-paragraphs (B) through (F) of this section; and
- (H) All proceeds (including, without limitation, all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

MORTGAGOR'S RIGHT TO MORTGAGE THE PROPERTY AND MORTGAGOR'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Mortgagee; and (C) there are no outstanding claims or charges against the Property, except for those of which are of public record.

I give general warranty of title to Mortgagee. This means that I will be fully responsible for any losses which Mortgagee suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE MORTGAGE

This Mortgage contains promises and agreements that are used in real property security instruments all over the country. It also contains promises and agreements that vary, to a limited extent, in different parts of the country. My promises and other agreements are stated in plain language."

COVENANTS

I promise and I agree with Mortgagee as follows:

1. MORTGAGOR'S PROMISE TO PAY

I will pay to Mortgagee on time principal and interest due under the Note and any renewal, extension or modification of the Note (if any) granted by Mortgagee.

2. MONTHLY PAYMENTS FOR TAXES AND INSURANCE

(A) Mortgagor's Obligations

I will pay for taxes, assessments, leasehold payments or ground rents (if any), hazard or property insurance covering the Property, and flood insurance (if any).

(B) Escrow Funds

Upon providing me with thirty (30) days' written notice, Mortgagee may require me to pay to Mortgagee on the day monthly payments of principal and interest are due under the Note, until the Note is paid in full, a sum (the "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit 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, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof. I shall not be obligated to make such payments of Funds to Mortgagee to the extent that I make such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If I pay Funds to Mortgagee, Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Mortgagee may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Mortgagee pays me interest on the Funds and applicable law permits Mortgagee to make such a charge. Mortgagee and I may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to me, and unless such agreement is made or applicable law requires such interest to be paid, Mortgagee shall not be required to pay me any interest or earnings on the Funds. Mortgagee shall give me, without charge, an annual accounting of the

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Funds showing the credits and debits to the Funds and the purpose for which each debit was made. The Funds are pledged as additional security for the Sums Secured by this Mortgage.

If the amount of the Funds held by Mortgagee, together with the future monthly installments of Funds payable prior to the due date of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay such taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at my option, either promptly repaid to me or credited to me on monthly installments of Funds. If the amount of Funds held by Mortgagee shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, I shall pay to Mortgagee any amount necessary to make up the deficiency in one or more payments as Mortgagee may require.

Upon payment in full of all Sums Secured by this Mortgage, Mortgagee shall promptly refund to me any Funds held by Mortgagee. If, under Paragraph 21 hereof, the Property is sold or the Property is otherwise acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Mortgagee at the time of application as a credit against the Sums Secured by this Mortgage.

3. APPLICATION OF MORTGAGOR'S PAYMENTS

Unless the law requires otherwise, Mortgagee will apply each of my payments under the Note and under Paragraph 1 above in the order provided in the Note.

4. PROVISIONAL ASSIGNMENT OF RENTS

Mortgagor hereby assigns to Mortgagee all rents from the Property; however, prior to default and acceleration of the debt, Mortgagor shall have the right to collect and retain such rents as they come due. In the event of abandonment or default and acceleration, without taking possession, Mortgagee shall be entitled to collect such rents and apply them to the Sums Secured by this Mortgage.

5. MORTGAGOR'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and will pay ground rents (if any) due on the Property. (In this Mortgage, the word "person" means any person, organization, governmental authority or other party.) I will do this either by making the payments to Mortgagee, or by making the payments on time to the person owed them. If I make direct payments, then promptly after making any of those payments I will give Mortgagee a receipt which shows that I have done so. If I make payment to Mortgagee, I will give Mortgagee all notices or bills that I receive for the amounts due under this Paragraph 5.

I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Mortgagee approves the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior other lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced; or (C) I secure from the holder of that lien an agreement, approved in writing by Mortgagee, that the lien of this Mortgage is superior to the lien held by that person. If Mortgagee determines that any part of the Property is subject to a superior lien, Mortgagee may give me a notice identifying the superior lien. I shall pay or satisfy the superior lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

I will prevent default on any obligation secured by a lien that may be superior to this Mortgage. I will not increase the amount of any indebtedness, or modify the terms of any indebtedness, secured by a lien that may be superior to this Mortgage without the prior written consent of the Mortgagee.

6. MORTGAGOR'S OBLIGATION TO MAINTAIN HAZARD INSURANCE OR PROPERTY INSURANCE

I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Mortgagee requires coverage, including floods and flooding. The insurance must be in the amounts and for the periods of time required by Mortgagee. I may choose the insurance company, but my choice is subject to Mortgagee's approval. Mortgagee may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain the insurance coverage described above, Mortgagee may obtain insurance coverage to protect Mortgagee's rights in the Property in accordance with Paragraph 8 below.

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All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Mortgagee. The form of all policies and renewals must be acceptable to Mortgagee. Mortgagee will have the right to hold the policies and renewals. If Mortgagee requires, I will promptly give Mortgagee all receipts of paid premiums and renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Mortgagee. If I do not promptly prove to the insurance company that the loss or damage occurred, then Mortgagee may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to repair or to restore the damaged Property unless (A) it is not economically feasible to make the repairs or restoration; or (B) the use of the proceeds for that purpose would lessen the protection given to Mortgagee by this Mortgage; or (C) Mortgagee and I have agreed in writing not to use the proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Mortgagee's protection under this Mortgage, then the proceeds will be used to pay the Sums Secured. If any of the proceeds remain after the amount that I owe to Mortgagee has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within thirty (30) days, a notice from Mortgagee stating that the insurance company has offered to settle a claim, Mortgagee may collect the proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay the Sums Secured. The thirty-day (30-day) period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Mortgagee under the Note, that use will not delay the due date or charge the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Mortgagee and I may agree in writing to those delays or changes.

If Mortgagee acquires the Property under Paragraph 21 below, all of my rights in the insurance policies will belong to Mortgagee. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Mortgagee or sold will belong to Mortgagee. However, Mortgagee's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Mortgagee or sold.

7. MORTGAGOR'S OBLIGATIONS TO OCCUPY THE PROPERTY, TO MAINTAIN AND PROTECT THE PROPERTY; MORTGAGOR'S LOAN APPLICATION

(A) Mortgagor's Obligations to Occupy the Property

I will occupy the Property and use the Property as my principal residence within sixty (60) days after I sign this Mortgage. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Mortgagee agrees in writing that I do not have to do so. Mortgagee may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

(B) Mortgagor's Obligation to Maintain and Protect the Property

I will keep this Property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate.

I will be "in default" under this Mortgage if I fail to keep any promise or agreement made in this Mortgage. I will also be in default under this Mortgage if any civil or criminal action or proceeding for "forfeiture" (that is, a legal action or proceeding to require the Property, or any part of the Property, to be given up) is begun and Mortgagee determines, in good faith, that this action or proceeding could result in a court ruling (i) that would require forfeiture of the Property, or (ii) that would materially impair the lien of the Mortgage or Mortgagee's rights in the Property. I may correct the default by obtaining a court ruling that dismisses the legal action or proceedings, if Mortgagee determines, in good faith, that this court ruling prevents forfeiture of my interest in the Property and also prevents any material impairment of (i) the lien created by this Mortgage, or (ii) Mortgagee's rights in the Property. If I correct the default, I will have the right to have enforcement of this Mortgage discontinued even if Mortgagee has required immediate payment in full.

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(C) Mortgagor's Obligations to Fulfill Any Lease Obligations

If I do not own but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire fee title to the Property, my lease interests and the fee title will not merge unless Mortgagee agrees to the merger in writing.

(D) Mortgagor's Loan Application

If, during the application process for the loan that I promise to pay under the Note, I made a false or inaccurate statement to Mortgagee about information important to Mortgagee in determining my eligibility for the loan, Mortgagee will treat my actions as a default under this Mortgage. False or inaccurate statements about information important to Mortgagee would include a misrepresentation of my intentions to occupy the Property as a principal residence. This is just one example of a false or inaccurate statement of important information. Also, if during the loan application process I failed to provide Mortgagee with information important to Mortgagee in determining my eligibility for the loan, Mortgagee will treat this as a default under this Mortgage.

8. MORTGAGEE'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or forfeiture, or to enforce laws or regulations), Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this Paragraph 8, Mortgagee does not have to do so.

I will pay to Mortgagee any amounts, with interest, which Mortgagee spends under this Paragraph 8. I will pay those amounts to Mortgagee when Mortgagee sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Mortgagee. However, Mortgagee and I may agree in writing on terms of payment that are different from those in this paragraph. This Mortgage will protect Mortgagee in case I do not keep this promise to pay those amounts with interest.

9. MORTGAGEE'S RIGHT TO INSPECT THE PROPERTY

Mortgagee, and others authorized by the Mortgagee, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Mortgagee must give me notice stating a reasonable purpose for the inspection.

10. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of the Property by any governmental authority by eminent domain is known as "condemnation". I give to Mortgagee my right (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Mortgagee.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Mortgagee has been paid in full, the remaining proceeds will be paid to me.

Unless Mortgagee and I agree otherwise in writing, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking either is equal to, or greater than, the amount of the Sums Secured immediately before the taking, the amount that I owe to Mortgagee will be reduced only by the amount of proceeds multiplied by a fraction. That fraction is as follows: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

Unless Mortgagee and I agree otherwise in writing or unless the law requires otherwise, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking is less than the amount of the Sums Secured immediately before the taking, the proceeds will be used to reduce the Sums Secured.

If I abandon the Property, or if I do not answer, within thirty (30) days, a notice from Mortgagee stating that a governmental authority has offered to make a payment or to settle a claim for damages, Mortgagee has the authority to collect the proceeds. Mortgagee may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The thirty-day (30-day) period will begin when the notice is given.

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If any proceeds are used to reduce the amount of principal which I owe to Mortgagee under Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraph 1 and 2 above. However, Mortgagee and I may agree in writing to those delays or changes.

11. CONTINUATION OF MORTGAGOR'S OBLIGATIONS AND OF MORTGAGEE'S RIGHTS

(A) Mortgagor's Obligations

Mortgagee may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Mortgagee does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage.

Mortgagee may allow those delays or changes for a person who takes over my rights and obligations, even if Mortgagee is requested not to do so. Mortgagee will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage even if Mortgagee is requested to do so.

(B) Mortgagee's Rights

Even if Mortgagee does not exercise any right of Mortgagee under this Mortgage or under the law, Mortgagee will still have all of those rights and may exercise and enforce them in the future. Even if Mortgagee obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Mortgagee will have the right under Paragraph 21 below to demand that I make immediate payment in full of the amount that I owe to Mortgagee under the Note and under this Mortgage.

12. OBLIGATIONS OF MORTGAGOR AND OF PERSONS TAKING OVER MORTGAGOR'S RIGHTS OR OBLIGATIONS

Any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Mortgagee's rights or obligations under this Mortgage will have all of Mortgagee's rights and will be obligated to keep all of Mortgagee agreements made in this Mortgage.

If more than one person signs this Mortgage as Mortgagor, each of us is fully obligated to keep all of Mortgagor's promises and obligations contained in this Mortgage. Mortgagee may enforce Mortgagee's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (A) that person is signing this Mortgage only to give that person's rights in the Property to Mortgagee under the terms of this Mortgage; and (B) that person is not personally obligated to pay the Sums Secured; and (C) that person agrees that Mortgagee may agree with the other Mortgagors to delay enforcing any of the Mortgagee's rights or to modify or make any accommodations with regard to the terms of this Mortgage or the Note without that person's consent.

13. LOAN CHARGES

If the loan secured by this Mortgage is subject to a law which sets maximum loan 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 permitted limits: (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 Mortgagor which exceed permitted limits will be refunded to Mortgagor.

14. NOTICES REQUIRED UNDER THIS MORTGAGE

Any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at the address stated in the section above titled "Description of the Property." A notice will be given to me at a different address if I give Mortgagee a notice of my different address.

Any notice that must be given to Mortgagee under this Mortgage will be given by mailing it to Mortgagee's address stated in subparagraph (C) of the section above titled "Words Used Often In This Document". A notice will be mailed to Mortgagee at a different address if Mortgagee gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

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15. LAW THAT GOVERNS THIS MORTGAGE

This Mortgage is governed by Federal law and the laws of the State of Illinois. If any term of this Mortgage or of the Note conflicts with the law, all other terms of the Mortgage and of the Note which do not conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

16. MORTGAGOR'S COPY

I will be given one conformed copy of the Note and of this Mortgage.

17. AGREEMENTS ABOUT MORTGAGEE'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Mortgagee may require immediate payment in full of all Sums Secured by this Mortgage if all or any part of the Property, or if any right in the Property, is sold or transferred without Mortgagee's prior written permission. Mortgagee also may require immediate payment in full if a beneficial interest in Mortgagee is sold or transferred and Mortgagee is not a natural person. However, Mortgagee shall not require immediate payment in full if this is prohibited by Federal law on the date of this Mortgage.

If Mortgagee requires immediate payment in full under this Paragraph 17, Mortgagee will give me a notice which states this requirement. The notice will give me at least thirty (30) days to make the required payment. The thirty-day (30-day) period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Mortgagee may act to enforce its rights under this Mortgage without giving me any further notice or demand for payment.

18. MORTGAGOR'S RIGHT TO HAVE MORTGAGEE'S ENFORCEMENT OF THIS MORTGAGE DISCONTINUED

Even if Mortgagee has required immediate payment in full, I may have the right to have enforcement of this Mortgage discontinued. I will have this right at any time before sale of the Property under any power of sale granted by this Mortgage or at any time before a judgment has been entered enforcing this Mortgage if I meet the following conditions: (A) I pay to Mortgagee the full amount that then would be due under this Mortgage and the Note as if immediate payment in full had never been required; and (B) I correct my failure to keep any of my other promises or agreements made in this Mortgage; and (C) I pay all of Mortgagee's reasonable expenses in enforcing this Mortgage; and (D) I do whatever Mortgagee reasonably requires to assure that Mortgagee's rights in the Property, Mortgagee's rights under this Mortgage, and my obligations under the Note and under this Mortgage continue unchanged.

If I fulfill all of the conditions in this Paragraph 18, then the Note and this Mortgage will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Mortgagee's enforcement of this Mortgage discontinued if Mortgagee has required immediate payment in full under Paragraph 17 above.

19. HOLDER'S RIGHT TO SELL THE NOTE OR AN INTEREST IN THE NOTE; MORTGAGOR'S RIGHT TO NOTICE OF CHANGE OF LOAN SERVICER

The Note, or an interest in the Note, together with this Mortgage, may be sold one or more times. I may not receive any prior notice of these sales.

The entity that collects my monthly payments due under the Note and this Mortgage is called the "Loan Servicer". There may be a change of the Loan Servicer as a result of the sale of the Note; there also may be one or more change of the Loan Servicer unrelated to a sale of the Note. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under Paragraph 14 above and under applicable law. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by law.

20. CONTINUATION OF MORTGAGOR'S OBLIGATIONS TO MAINTAIN AND PROTECT THE PROPERTY

The Federal laws and the laws of the state in which the Property is located that relate to health, safety or environmental protection are called "Environmental Laws." I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so.

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Paragraph 20. These are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Laws and the substances considered hazardous for purposes of this Paragraph 20 are called "Hazardous Substances."

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I will not permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property, and I will not allow anyone else to do so. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substances on the Property, and I will not allow anyone else to do so. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property.

If I know of any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws, I will promptly notify the Mortgagee in writing. If the government notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

21. MORTGAGEE'S RIGHTS IF MORTGAGOR FAILS TO KEEP PROMISES AND AGREEMENTS

Mortgagee may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. If all of the conditions stated in subparagraphs (A), (B) and (C) of this Paragraph 21 are met, Mortgagee may do this without making any further demand for payment. This requirement is called "immediate payment in full."

Mortgagee may also require immediate payment in full if any of the events described in Paragraph 17 occur.

If Mortgagee requires immediate payment in full, Mortgagee may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale, Mortgagee or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Mortgagee will have the right to collect all costs allowed by law. These costs include reasonable attorney's fees and costs of title evidence. Mortgagee will also have the right to obtain a judgment against me for any amount by which the price received for the Property in a foreclosure and sale proceeding fails to equal the amount due to Mortgagee under the Note and this Mortgage.

Mortgagee may require immediate payment in full under this Paragraph 21 only if all of the following conditions are met:

- (A) I fail to keep any promise or agreement made in this Mortgage, including the promises to pay when due the Sums Secured.
- (B) Mortgagee sends to me, in the manner described in Paragraph 14 above, a notice that states:
 - (i) The promise or agreement that I failed to keep;
 - (ii) The action that I must take to correct the default;
 - (iii) A date by which I must correct the default. That date must be at least thirty (30) days from the date on which the notice is given;
 - (iv) That if I do not correct the default by the date stated in the notice, Mortgagee may require immediate payment in full, and Mortgagee or another person may acquire the Property by means of foreclosure and sale;
 - (v) That if I meet the conditions stated in Paragraph 18 above, I will have the right to have Mortgagee's enforcement of this Mortgage discontinued and to have the Note and this Mortgage remain fully effective as if immediate payment in full had never been required; and
 - (vi) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Mortgage, and to present any other defenses that I may have.
- (C) I do not correct the default stated in the notice from Mortgagee by the date stated in that notice.

22. MORTGAGEE'S OBLIGATION TO DISCHARGE THIS MORTGAGE

When Mortgagee has been paid all amounts due under the Note and under this Mortgage, Mortgagee will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will not be required to pay Mortgagee for the discharge, but I will pay all costs of recording the discharge in the proper official records.

23. PAYMENT DURING FORECLOSURE

I agree that Mortgagee may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by me, even though Mortgagee has demanded immediate payment in full and begun foreclosure and sale under Paragraph 21 above. Mortgagee may use such monies to pay off part of the Sums Secured affecting Mortgagee's right to continue foreclosure and sale.

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24. WAIVER OF HOMESTEAD

Mortgagor waives all right of homestead exemption in the Property.

25. RIDERS TO THIS MORTGAGE

If one or more riders are signed by Mortgagor and recorded together with this Mortgage, the promises and agreements of each rider are incorporated as a part of this Mortgage. [Check applicable box(es).]

- Adjustable Rate Rider
- Graduated Payment Rider
- Second Home Rider
- Other:
- Condominium Rider
- Planned Unit Development Rider
- Bi-Weekly Payment Rider
- 1-4 Family Rider
- Rate Improvement Rider
- Balloon Rider

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 10 of this Mortgage and in any rider(s) signed by me and recorded with it.

JONATHAN S. WHALEN

(Print or type name)

[Signature]
Mortgagor

JOHN J. CONNOLLY

(Print or type name)

[Signature]
Mortgagor

(Print or type name)

Mortgagor

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS

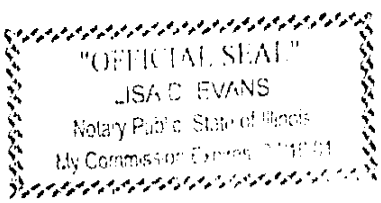
COUNTY OF Cook

On this 6th day of February, in the year 1998, before me personally appeared,

the above-named Jonathan S. Whalen + John J. Connolly

to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of February, in the year 1998



By: *[Signature]*

Residing at: _____

My Commission Expires: _____

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