158 UNOFFICIAL COMP. 769333

1999-08-12 14:51:53

Cook County Recorder

LaSalle Bank N.A.



**EQUITY LINE OF CREDIT MORTGAGE** 

(PURCHASE MONEY)

TI-	IE ABOVE SPACE FOR RECORDER'S USE ONLY
This Equity Line of Credit Mortgage is made this 9 Bruce O'Neil and Bernice O'Neil his wife	_day of <u>August</u> , <u>1999</u> , between the Mortgagor,
(herein "Borrower"), and the Mortgagee, LaSalle Bank National address is 135 South LaSalle Street, Chicago, Illinois 60674 (he	
WHEREAS, Borrower and Lender have entered into dated August 9 , 1999 pursuant to whice sums which shall not in the aggregate outstanding principal balar plus interest. Borrowings under the Agreement will take the follow (herein "Loans"). Interest on the Loans borrowed purcuant the times provided for in the Agreement. After August 9, 20 may be declared due and payable or (ii) all sums outstanding date, together with interest thereon, may be due and payable of Agreement plus interest thereon must be repaid by Augument 1909 (the "Final Maturity Date").	nce exceed \$350,000.00 the "Maximum Credit" m of revolving credit loans as described in paragraph 17 at to the Agreement is payable at the rate or rates and at \( \frac{15}{25} \) (i) all sums outstanding under the Agreement under the Agreement and all sums borrowed after such on demand. In any event, all Loans borrowed under the
To Secure to Lender the repayment of the Loans made refinancings thereof, with interest thereon, the payment of all otherewith to protect the security of this Mortgage, and the perfectontained herein and in the Agreement, Borrower does herebescribed property located in the County ofCook	ormance of the covenants and agreements of Borrower by Mortgage, grant and convey to Lender the following
PIN: 02-29-402-020-1022 02-29-402-023	CO
which has the address of (herein "Property Address").	Illinois 60067
Together with all the improvements now or hereafte appurtenances, rents, royalties, mineral, oil and gas rights and	r erected on the property, and all easements, rights,

al, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

## UNOFFICIAL COPPS333

manner. Lender shall have the right to hold the policies and renewals.

that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided,

mortgage on the Property.

of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount against loss by fire, hazards included with the term "extended coverage," and such other hazards as Lender may require 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

the actions set forth above within 10 days of the giving of notice.

Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this proceedings which in the Lender's opinion operate to prevent enforcement of the lien or forfeiture of any part of the acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcemen's of the lien in, legal this Mortgage, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any let which has priority over notices of amounts to be paid under this paragraph. If Borrower makes these payments arrively, Borrower shall promptly Borrower shall pay them on time directly to the person owed the payment. Borrower shall pay them on time directly to the person owed the payment. rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground 4. Charges; Liens. Borrower shall pay or cause to be paid all taxes, as:es aments and other charges, fines and

Loans outstanding under the Agreement.

pursuant to this Mortgage, then to interest, fees and charges payable jursuant to the Agreement, then to the principal of Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of any advance made by Lender 3. Application of Payments. Unless applicable law provides of harwise, all payments received by Lender under the

application as a credit against the sums secured by this Mongage.

immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of by Lender. If, under paragraph 18, the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held

deficiency in one or more payments as required by ender.

sufficient to pay the escrow items when tue Borrower shall pay to Lender any amount necessary to make up the Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the

If the amount of the Funds baid by Lender, together with the future monthly payments of Funds held by Lender,

secured by this Mortgage.

the purpose for which each denit to the Funds was made. The Funds are pledged as additional security for the sums shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or the basis of the current data and reasonable estimates of future escrow items.

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly ("Funds") equal to one twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly full and any commitment of Lender under the Agreement to extend any credit to Borrower shall have terminated, a sum Lender on the day monthly payments are due pursuant to the Agreement, until all indebtedness hereby secured is paid in 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the

made pursuant to the Agreement, together with any fees and charges as provided in the Agreement. 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the Loans

Covenants. Borrower and Lender covenant and agree as follows:

All insurance policies and envelope for shall be a contact to Lenter and chall

mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender 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, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement and referred to in paragraphs 1 and 2, or change the amount of such payments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

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. If this Mortgage is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property. The leasehold and fee title shall not merge unless Lender agrees to the merger in writing. 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 decipation or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development richer is executed 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 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, including, but not limited to, any proceeding brought by or on benaif of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender ogree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- **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 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 Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement and paragraphs 1 and 2, or change the amount of such payment.

## ONOFFICIAL COPY 99769333 Mortgage, or (c) any application or statement furnished by Borrower to the Lender is found to be materially false. The

declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and enforce 18. Termination and Acceleration. Lender at its option may terminate the availability of loans under the Agreement, the Property, to the extent of the maximum amount secured hereby. over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on hereinafter under referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this located. The total amount of indebtedness secured hereby may increase or decrease from time, but the total advances, from the time of its filling for record in the recorder's or registrar's office of the county in which the Property is time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future

secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this " Mortgage, (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness its rights under this Mortgage if (a) Borrower fails to make any payment due under the Agreement and secured by this

at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the such future advances were made on the date of the execution of this Mortgage, althoughthere may be no advance made made at the option of the Lender, or otherwise, as are made within 20 years from the Jete hereof, to the same extent as if existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan and shall secure not only presently

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time

provisions of this Mortgage or the Agreement which can be giver effect without the conflicting provision, and to this end any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other 15. Governing Law; Severability. This Mortgage shall be coverned by the law of the State of Illinois. In the event that

other address as Lender may designate by notice in Borrower as provided herein. Any notice provided for in this any notice to Lender shall be given by certified meil, return receipt requested to Lender's address stated herein or to such the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to

agree to extend, modify, forbast, or make the accommodations with regard to the terms of this Mortgage or the personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower may mortgage, grand and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not Any Borrower who co-signs this Mortgage but does not sign the Agreement; (a) is co-signing the Mortgage only to

of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions

hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.

Mortgage shall be deemed to have been given to Borrovel or Lender when given in the manner designated herein.

the provisions of the Mortgage and the Agreement are declared to be saverable.

Agreement without the Borrower's consent.

of execution or after recordation hereof.

Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of 13. Successors and Assigns Bound; Joint and Several Liability; Captions; Co-signers. The covenants and successively. remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or this Mortgage by reason of any demand made by the original Borrower's successors in proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the liability of the original Borrower's successors in interest. Lender shall not be required to commence

this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the 10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Agreement or Lender's security shall be presumented to a versely a fected if (a) all or any part of the Roperty or an interest therein is sold, transferred, encumbered, econveyed by Borrower (of if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, or (b) Borrower fails to comply with any covenant covenant or agreement in this Mortgage or the Agreement. If it becomes necessary to foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security nereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Bor over. Lender shall pay all costs of recordation, if any.
- 21. Waiver of Homestead. Borrower heleby waives all right of homestead exemption in the Property.
- 22. Waiver of Right to Redeem. Borrower hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Borrower, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable lav/.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

	The the	Borrower
State of Illinois	Type or Print Name 3ruce O'Net	· · · · · · · · · · · · · · · · · · ·
State of infinitis	N DITCE O NEI	- <b>-</b>
County of	Bernie Open	) Borrower
	Type or Print Name Bernice o'Ne	쇼.
	(	Ö
I, The undersigned, a N	Notary Public in and for said county and state, o	- •
Bruce & Bernice O'Neil	, per	sonally known to me
to be the same person(s) whose name(s)are_s	ubscribed to the foregoing instrument, appeare	d before me this
free and voluntary act, for the uses and purposes there		
Given under my hand and notarial seal, this		
	δ	
(SEAL)	7 4 0 8 4	0
My Commission Expires: 12/4/0/	Notary Public J. Boswell	<u> </u>
******	Notary Public //	
"OFFICIAL SEAL" KATHY A. BOSWELL		•
Notary Public, State of Illinols	This Instrument Prepared By: G DeMu	ro Dib
My Commission Expires 12/4/01	4 Mail to 129	alle Bank N.A.
		South LaSalle Street

Chicago, Illinois 60674

## UNOFFICIAL COPY

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PARCEL 1: BUILDING 15 UNIT A IN ASHBURY COUNTRY HOMES AS DELINEATED AND DEFINED IN SURVEY ATTACHED TO AND MADE A PART OF DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NUMBER 88 286 271 TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME IN THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 MORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 85 131 022.

of County Clarks

THIS CONDOMINIUM RIDER is made this day of day of August 99
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
of the same date and covering the Property described in the Security Instrument and located at:
(Property Address)  The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:
Ashbury Country Homes [Name of Condominium Project]
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further ovenant and agree as follows:
A. Condominum Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Decuments. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all the; and assessments imposed pursuant to the Constituent Documents.  B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier as
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 Ut iform Covenant 2 for the monthly payment to Lender of one-twelfth 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.  In the event of a distribution of hazard insurance placeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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, theet or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, 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.  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 Condominium Project, except for alancomment or termination or eminent domain;
(ii) any amendment to any provision of the Constituent 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;
(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 condominium 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 this Condominium Rider.    Duck title   (Seal)
Bernice Offer (Seal) Borrower

Kef.....(Seal)
-Borrower