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When Recorded Return To:
Lincoln Park Savings Bank
1946 W. Irving Park Road
Chicago, IL 60613

19970104 49 001 Page 1 of 8
1999-03-16 13:58:28
Cook County Recorder 35.00



OPEN END CREDIT REAL ESTATE MORTGAGE

ACCOUNT # 0100805520-3 Mortgage Date March 2nd, 1999

CONSIDERATION AND GRANT OF MORTGAGE

This mortgage is made on the date noted above and between the parties listed below. Under this mortgage and related Homeowner's Equity Line Account Contract ("Account"), Mortgagee is obligated to make future advances on a continuing basis, for five (5) years, up to the principal amount shown below ("Mortgagor's Credit Limit"), consistent with the terms of the Account. Any party interested on the details related to Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and all buildings and fixtures.

MORTGAGOR(S)	MORTGAGEE
NAME(S) American National Bank and Trust Company of Chicago, As Trustee U/T/A/D September 18, 1996 and Known as Trust Number 122120-07	NAME(S) Lincoln Park Savings Bank
ADDRESS 1940 W. Henderson	ADDRESS 1946 W. Irving Park Road
CITY Chicago	CITY Chicago
COUNTY Cook STATE Illinois	COUNTY COOK STATE ILLINOIS

PROPERTY ADDRESS P.I.N. # 14-19-418-028-0000 1940 W. Henderson

PRINCIPAL AMOUNT (MORTGAGOR'S CREDIT LIMIT)

*One Hundred Fifty Four Thousand One Hundred Sixty Six Dollars and No/100*****
***** \$ 154,166.00*****

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1. **COLLATERAL FOR ACCOUNT.** This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee, which this Mortgage secures.
2. **PAYMENT.** The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee, which is secured by this Mortgage.
3. **COLLATERAL PROTECTION.** The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.
4. **DUE ON SALE.** In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.
5. **PAYMENT OF SUPERIOR INTERESTS.** The Mortgagor(s) will pay all mortgage indebtedness to which this mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.
6. **FORECLOSURE COSTS.** Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.
7. **FORECLOSURE AND SALE.** In the event the Mortgagor(s) defaults on the payment of any indebtedness secured by this Mortgage or commits any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amount Due, the Mortgagee may proceed to foreclose under the Mortgage Foreclosure Law for the State of Illinois or under any other statutory procedure for foreclosure of a mortgage. The Mortgagor(s) hereby waives and releases all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.
8. **CHARGES; LIENS.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.
9. **HAZARD OR PROPERTY INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 11.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly pay to the Lender all receipts of paid premiums and renewal notices. 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 the Property damaged, of the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether

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 TEMPORARY SUSPENSION OF CREDIT AND/OR REDUCTION OF CREDIT LIMIT. Lender may, after any required notices and to the extent permitted by law, temporarily prohibit extensions of credit and/or reduce my Credit Limit if:

- (a) the value of the property securing my Account declines such that the initial difference between the Credit Limit and the available equity, based on the appraised value for the purposes of my Account, is reduced by 50% or more; or,
- (b) Lender reasonably believes I will not be able to meet my Account repayment requirements due to a material change in my financial condition; or,
- (c) I am in default of a material obligation under my Account (my material obligations for this purpose are underlined in this Note); or,
- (d) Government action prevents the Lender from imposing the interest rate called for or impairs Lender's security for my Account such that the value of the security is less than 120% of my Credit Limit; or,
- (e) a regulatory agency notifies the Lender that continued advances would constitute an unsafe and unsound practice.

If Lender does temporarily prohibit extensions of credit and/or reduce my Credit Limit because of any of the above conditions exist, Lender will mail or deliver a written notice of such action, including the reason for it, to each person who is affected, within 3 business days after the time such action is taken. If my ability to obtain extensions of credit has been halted or my Credit Limit reduced, I will have to make a written request to Lender for reinstatement. If I make such a request, Lender will investigate and determine whether the condition that caused Lender's action has changed. I will be notified of Lender's reinstatement action or Lender will advise me that its prior action remains in effect. If the condition which caused Lender's action has changed but another condition warranting continued temporary suspension of credit and/or reduction of Credit Limit or Account termination is discovered by Lender, Lender may react to such new information in a manner consistent with this Note.

GOVERNING LAW. Except to the extent that Federal Law applies to this Note, this Note is governed by the laws of the State of Illinois.

USE OF ADVANCE PROCEEDS LIMITATION. I will not use my Account to acquire or refinance a one-to-four family dwelling, which is used to secure my Account.

CANCELLATION OF ACCOUNT. I may cancel my Account at any time. If two or more persons are obligated under the Account, any one of them may provide Lender with a written request not to permit further extensions of credit under the Account, which request Lender may honor. If such action occurs, and the person(s) who made the request to the Lender subsequently requests Lender in writing to reinstate draw privileges, Lender will do so unless other conditions permit Lender to suspend credit privileges.

FUTURE INFORMATION. Whenever I seek an advance on my Account, Lender may require such proof as it deems necessary to verify my identity. I will provide information to update the Lender's records related to my Account or any other financial information related to me, at the Lender's request.

COLLATERAL AND RECISSION. I will give Lender a mortgage on or have executed a trust deed to real property, or will give a security interest in a dwelling which is personal property, as collateral to secure all advances made on my Account up to my Credit Limit. If my Account is secured by my principal dwelling, by obtaining the first advance on my Account, I warrant and acknowledge that prior to such advance more than 3 business days have expired from the time that Lender provided all individuals entitled to rescind the mortgage or trust deed two copies of a notice of recission, related Truth in Lending disclosures (at application and closing), and a copy of the Home Equity Brochure published by the Federal Reserve Board, and that no one has exercised this right of recission. I will fully cooperate with Lender, at Lender's request, in doing whatever is necessary for Lender to take or continue its interest in the property intended to be collateral for my Account.

CREDIT LIMIT. Lender will notify me of my Credit Limit and I will keep the unpaid balance of my Account within the Credit Limit. Lender may deny any attempt to access my Account, which

would cause me to exceed my Credit Limit. If Lender should allow me to exceed my Credit Limit, the amount I owe in excess of my Credit Limit shall be unsecured.

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SETOFF/LIEN IMPRESSMENT. To the extent permitted by law, Lender has the right to setoff any mutual indebtedness. This right of setoff will not extend to any Keogh or IRA accounts that I may have with Lender.

SKIP PAYMENT. Lender may, from time to time at its option, permit me to skip a payment without penalty. Finance charges will continue to accrue on the unpaid balance of my Account during such skip payment periods, and the subsequent payment will be calculated pursuant to this Note.

COLLECTION COSTS. To the extent permitted by the law, Lender shall be reimbursed by me for all of its costs and expenses, including reasonable attorney fees, incurred in the course of collecting any amounts owed on my Account.

LENDER'S RIGHTS. Lender does not lose any of its rights under this Note if it delays enforcing them.

BILLING STATEMENTS. Lender will mail me a billing statement every month in which there is a debit or credit of more than \$1.00 or whenever a finance charge has been imposed. Lender does not have to send me a billing statement if it feels my Account is uncollectible or has started collection proceedings against me.

NEW OR ENDING BALANCE. The amount shown on my billing statement under "New Balance" or "Ending Balance" is the total of the amount shown under the heading "Previous Balance" or "Beginning Balance" plus any amounts advanced for new advances, minus payments and credit posted to my Account, plus the assessed finance charge and assessed late charge (if any).

ACCOUNT TERMINATION AND ACCELERATION OF AMOUNTS DUE. I will be in default and Lender may, after any required notices and to the extent permitted by law, terminate my Account and declare the entire balance of my Account immediately due and payable if:

- (a) I fail to meet the repayment terms under this Note for any reason, including, to the extent permitted by law, my filing of bankruptcy proceedings; or,
- (b) I make a false or misleading statement on my Account application and/or in any representation including acts of omission, to the Lender while my Account is open to the extent that fraud or misrepresentation as determined by state law occurs; and/or,
- (c) I act or fail to act in a way that adversely affects the Lender's security for my Account or any right of the Lender in that security.

At Lender's option, instead of terminating my Account and declaring the entire unpaid balance immediately due and payable, Lender may, after any required notices and to the extent permitted by law, temporarily or permanently prohibit additional extension of credit or reduce my Credit Limit if any of the above events of default occur.

STATEMENT OF ACCOUNT. Each periodic billing statement is deemed to be a correct statement of account unless I establish a billing error pursuant to the Fair Credit Billing Act.

CONTRACT ENFORCEABILITY. If any provision of this Note is determined to be unenforceable or invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect. If I cancel my Account or if my Account is terminated, this Note will remain in effect, to the extent applicable, as to any unpaid balance.

TAX DEDUCTIBILITY. I should consult a tax advisor regarding the tax deductibility of interest and charges under my Account.

MOVING. I will immediately notify Lender if I move or otherwise have a change of address.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower

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In the Notice below, "you" and "your" mean the Borrower, and "we", "us", and "our" mean the Lender.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This Notice contains important information about your rights and responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet, at our address shown on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In the letter, give us the following information:

- Your name and account number
- Dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

YOUR RIGHTS AND RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge receipt of your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we did make a mistake on your bill, you will not have to pay any finance charges related to the questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. In addition, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

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is sold or transferred and Borrower is not a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Note. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Note.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Note. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Note without further notice or demand on Borrower.

.....
SIGNATORY. I agree that I am contractually liable according to this Promissory Note.

American National Bank And Trust Company of Chicago
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE

UNDER TRUST NO. 122120-07

Borrower [Signature]

3-2-99
Date

Borrower _____

_____ Date

Borrower _____

_____ Date

Borrower _____

_____ Date

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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Clerk's Office

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LOAN NO. 0100805520-3

1-4 FAMILY RIDER Assignment of Rents

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THIS 1-4 FAMILY RIDER is made this 2nd day of March, 1999, 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 Lincoln Park Savings Bank, A Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1940 W Henderson Chicago, IL 60657

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dish washers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and certain rods, attached mirrors, cabinets, panelling and attached floor coverings 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 the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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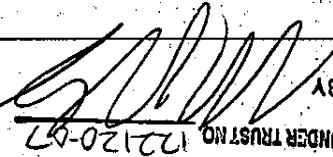
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This instrument is executed by the undersigned and Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

BY 
UNDER TRUST NO. 22120-97
American National Bank and Trust Company of Chicago
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

I. CROSS-DEFAULT PROVISION: Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Property of Cook County