In Thomas A. Cating's Addition to Arlington Heights, being a Subdivision of the Nest 1311.75 feet of that part of the Southeast Quarter (%) of Section 31, Township 42 North, Range 11, East of the Third Principal Meridian lying Northerly of the center of road, in Cook County, Illinois, (except that part thereo: conveyed to Carl Behlendorf, by Deed, recorded April 2, 1890, as Document Number 1243486, in Book 2366, page 314, being a strip of land 0.13 feet wide along the East side thereof the North end of which starts 933.38 feet South of the North line of said Southeast Quarter (%), according to plat thereof Registered in the Office of the Registrar of Titles of Cook.

County, Illinois, on March 14, 1956, as Document Number 1656762.

Which has the address of 703 Cation (City)

Illinois 60005 ("Property Address"),

rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.

2. Application of Payments. All payments received by Lender shall be applied to the annual fee, then to billed and unpaid interest, then to principal, and then to accrued and unbilled interest.

3. 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 all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument; Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Insurance. Bo rowe 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 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.

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 give to 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, if 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 or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums acquired by this Security Instrument Immediately prior to the acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument 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.
- 6. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this decurity Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement of the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Prope ty, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Fithe event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (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. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums

receipts evidencing the payments. this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender ground rents, it any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under 3. 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 bilied and unpaid interest, then to principal, and then to accrued and unbilled interest. 2. Application of Payments. All payments received by Lender shall be applied to the 2n rual fee, then to est on the debt evidenced by the Agreement. 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and inter-COVENANTS. Borrower and Lender covenant and agree as follows: dated 7/24/72 and recorded as document number LR-2640001 Borrower to_ ENBC for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and the Property is unencumbered, except TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royaltles, mineral, our and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument as the Property." (epog dizi 9 0 0 0 9 ("Property Add (e.s.s"); _slonilli which has the address of 703 ('at ino (sueen) Arlington Heights Permanent Tax Number: 400-024-IE-E0 T'S OFFICE **269TZ9E** 50 ŀШ İΜ ьq 3€ eint as east emas ant beta dayor interest THIS MORTGAGE ("Security Instrument") is given on February 25, 19 82. The mortgagor is Thomas H. Adams & Wancy Ann Adams has missed which is a national banking association, and whose address is One First National Plaze, Chicago, Illinois 60670 ("Lender"). Borrower owes Lender the maximum principal sum of Sixty Thomashd Monto ("Lender"). Borrower Dollars (U.S. & 60,000.00.), or the aggregate unpaid amount of all loans made by Lender Dollars (U.S. & 60,000.00.), or the aggregate unpaid amount of all loans made by Lender pursuant to that certain Equity Credit Line Agreement ("Agreement") of even date herewith whichever is pursuant to that certain Equity Credit Line Agreement ("Agreement") of even date herewith whichever is pursuant to that certain Equity Credit Line Agreement ("Agreement") or even date herewith whichever is pursuant to that certain Equity Credit Line Agreement ("Agreement") or even date herewith whichever is

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Borrower shall promptly discharge any flen which has priority over this Security instrument of the obligathe prior mortgage described above, unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) confests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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by Borrower subject to Lender's approval which shall not be unreasonably withheld. and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts Property insured against loss by fire, hazards included within the term "extended coverage" and any 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

not made promptly by Borrower. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if gage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, in the event of loss, All insurance policies and renewals shall be acceptable to Lender and shall include a standard mort-

does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. would be lessened, the Insurance proceeds shall be applied to the sums secured by this Security Instru-ment, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or ration or repair of the Property damaged, if 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 Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to resto-

proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums abcured by this Security instrument immediately prior to the acquisition. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and

merger in writing. substantially change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a lease, and it Borrower scanning with the provisions of the lease, and it Borrower acquires fee title to the Proparty, the leasehold and fee title shall not merge unless Lender agrees to the 5. Preservation 2: d Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or

paragraph, Lender does not have to do so. attorney's fees and entering on the Property ic make repairs. Although Lender may take action under this ments contained in the Security line in a proceeding that may significantly affect Lender's rights in the Security line in a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property continue paying any sums secured by a lien which has priority over this 'Security instrument, appearing in court, paying reasonable secured by a lien which has priority over this 'Security instrument, appearing in court, paying reasonable secured by a lien which has priority over this 'Security instrument, appearing in court, paying reasonable secured by a lien which has priority over this 'Security instrument, appearing in court, paying reasonable attornay's fees and entering on the Property over this 'Security instrument, appearing in court, paying reasonable 6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agree-

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condemnation, are hereby assigned and shall be paid to Lender. 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Experty, or for conveyance in lieu of

taking of the Property, unless Borrower and Lender otherwise agree in writing the sums secured by time secured by the smount of the Property, unless Borrower and Lender of the proceeds multiplied by the following fraction:

(a) the fotal amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking. Any balance shall be paid to Dorrower.

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 tails to respond to Lender within 30 days offers to make an award or settle a claim for damages, Borrower tails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, and apply the proceeds. Security instrument, whether or not then due, with any excess paid to Borrow et in the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing the sums secured by this In the event of a total taking of the Property, the proceeds shall be applied, to the sums secured by this

or not then due. either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether

waiver of or preclude the exercise of any right or remedy. er's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a secured by this Security instrument by reason of any demand made by the original Borrower or Borrowrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amontization of the sums successor in interest of Borrower shall not operate to release the liability of the original Borrower or Bormodification of amortization of the sums secured by this Security instrument granted by Lender to any 9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

smus et yes of this security instrument (b) is not personally obligated to pay the sum of the Property under the terms of this security instrument (b) is not personally obligated to pay the security of the Property under the terms of this security in the security of the and several. Any Botrower who co-signs this Security instrument but does not execute the Agreement: (a) is co-signing this Security instrument only to mortgage, grant and convey that Botrower's interest in agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint 10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and

secured by this Security Instrumen; and (c) agrees the Lender and approver Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

- 11. Loan Charges. If the loan secured by this Security Instrument 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 the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
- 12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law, Severability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such or offict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 15. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.
- 16. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower 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 or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give 3 prower notice of acceleration. The 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrowar: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expanses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' (Les; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use this provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.
 - 18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

ADDITIONAL CONVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following: (a) Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise) or the Agreement or (b) Lender's good faith belief that the prospect of payment or performance is impaired. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured, or the reason for the belief that the prospect of payment or performance is impaired is not corrected, on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Job acceleration under transprapt 19 or abundonment 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument.

- 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.
 - 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

x Thenses to ledamo	
	Thomas H. Adams — Borrower
× Maney Bon Idams	
	Nancy Ann Adams — Borrower
	er.
(Space Below This Line For Acknowlegment)	
This Document Prepared By:	Veida Hughley
	Equity Credit Line Center
4	First National Bank of Chicago
	Suite 0482
	Chicago, Illinois 60670
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	46
Cank	
STATE OF ILLINOIS,	County ss:
1. R. Scart myus	a Notary Pub'ic I) and for said county and state, do
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personally known to me to be the same person(foregoing instrument, appeared before me this da	s) whose name(s) <u>are</u> subscribed to the
signed and delivered the said instrument as	their free and voluntary act, for the uses and
purposes therein set forth.	
Given under my hand and official seal, this	18th day of Mily, 1987.
○) .	
My Commission expires: $9/17/88$	& Scort ingers
-	Notary Public
	Notary Fubile C

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