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ADDENDUM TO THE MORTGAGE FOR CONTINENTAL'S VARIABLE RATE EQUITY LINE ACCOUNT

BETWEEN

STEPHEN T. MONAHAN AND MARY JOYCE MONAHAN

AND

Continental Illinois National Bank
and Trust Company of Chicago

This Addendum amends the Mortgage containing provisions establishing a limitation on the Annual Percentage Rate.

The paragraph entitled Indebtedness Being Secured, is changed in the tenth line by removing the period after the word "chancery" and adding the following:

"provided that the Annual Percentage Rate will never exceed 21% during the term of the Agreement".

Stephen T. Monahan
Mortgagor

Mary Joyce Monahan
Mortgagor

DECEMBER 18, 1987

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Property of Cook County Clerk's Office

FPT 871938

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#3020815

3678060

Return after recording to

CONTINENTAL ILLINOIS NATIONAL BANK

231 SOUTH LASALLE
CHICAGO, IL 60697

This instrument was prepared by

ROSE MARIE HARMON

CINB - 231 SOUTH LASALLE
CHICAGO, IL 60697 Address

or Recorders' Box

Attention: LAURETTA DAVIES

MORTGAGE

This MORTGAGE is made this 16th day of DECEMBER, 1987, between STEPHEN T. MONAHAN JR. AND MARY D. JOYCE MONAHAN, HIS WIFE, IN JOINT TENANCY AS

Mortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South LaSalle Street, Chicago, Illinois 60697, as Mortgagee. As used in this document the words "you" and "your" refer to the persons signing this instrument and the word "Lender" refers to Continental Illinois National Bank and Trust Company of Chicago and its successors and assigns.

Indebtedness Being Secured. You are signing this Mortgage to secure to Lender the repayment of amounts outstanding under a certain variable rate Equity Line Agreement (the "Agreement") dated the same date as this Mortgage in the amount of \$ 75,000.00 ("Credit Limit"). (i) to such thereof as may be outstanding from time to time under the Agreement plus accrued interest (Finance Charges), fees, charges and other amounts that may be owing; (ii) to such amounts advanced to protect the security of this Mortgage; (iii) the performance of the parties signing the Agreement and your performance of covenants and agreements contained in the Mortgage. The Agreement sets forth terms under which the rate of interest ("Annual Percentage Rate") at which the Finance Charge is computed may change over the term of the Agreement. The Annual Percentage Rate may increase or decrease each day depending upon the daily balance in the Account. The Annual Percentage Rate may also vary each month if the Prime Rate or reference rate used to determine the Annual Percentage Rate changes. The Prime Rate shall mean the highest unless Lender's Prime Rate or reference rate is the highest rate at 1% above the next highest Prime Rate that is applicable of the Prime Rates as reported in the Key Money Section of the Wall Street Journal on the last business day of the month before the Billing Period in which it is to be applied. The effect of an increase in the Annual Percentage Rate, whether daily or monthly will be an increase in the scheduled minimum monthly payment of the Finance Charge.

Security. You hereby grant mortgage and warrant to Lender the following described real estate located in the County of COOK, State of Illinois subject only to prior encumbrances, if any, one of record and to the best of this Mortgage (insert legal description).

LOT 2 IN BLOCK 23 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTION 17 AND 18, TOWNSHIP 42 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1446309
2397-1P 155

The property has an address of

604 DREXEL AVENUE, GLENCOE, IL 60022

PI#05-18-212-010 ABU

and together with all

interests described below relating to this real estate or the household estate of this Mortgage or a leasehold is referred to in this Mortgage as the "Property". You also mortgage to Lender the following interest relating to the Property described above: (a) all buildings and other structures and improvements of whatever kind located on the Property; (b) all rights that you have in any leases of land or fixtures covering the real estate; (c) all rights that you have in any minerals, oil and gas rights and profits, water, water rights and water stock which are in or a part of the Property; (d) all mineral, oil and gas royalties or profits from the Property including condemnation proceeds and proceeds of insurance relating to the Property; (e) all fixtures now existing or hereafter acquired on the Property, including, but not limited to, replacements and substitutions for such fixtures.

Representations and Warranties. You represent and warrant to Lender that you are the owner of the Property mortgaged to Lender, and that you will indemnify and hold Lender harmless from any loss or claim arising from a breach of the above representations and warranties. You agree not to take or permit any action to subordinate or partition the Property or to change the condition of title.

Provisions and Agreements. You agree with Lender as follows:

1. Payment of Principal and Interest. You shall promptly pay or cause to be paid to Lender when required by the Agreement the principal and interest due under the Agreement together with all other charges imposed under the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under the Agreement shall be applied first to principal, then to any sums advanced by Lender to protect the security of this Mortgage, then to interest payable under the Agreement and then to other charges payable under the Agreement and then to the principal payable under the Agreement.

3. Prior Encumbrances; Liens. You shall perform all of your obligations under any prior agreement of trust or of any other instrument or document giving notice of the passage of time, which may priority over this Mortgage, including your covenants to make payments when due, and shall not commit any act or omission of yours which, with the giving of notice of the passage of time, would constitute a default or several default under any prior encumbrance, and any ground lease to which this Mortgage is subordinate shall be a default under this Mortgage. You shall promptly deliver to Lender all notices, any account of any default under any prior encumbrance or ground lease.

You shall keep the Property free from debt claims or other liens not expressly subordinated to the lien hereof.

4. Taxes and Assessments; Rents. You shall pay or cause to be paid when due all general and special taxes and assessments and water, sewer and other charges, fines and impostions attributable to the Property which may attain priority over this Mortgage and household property, fixtures and other sums due under any said grounds if any. You shall provide evidence satisfactory to Lender of said payments promptly after the respective due dates thereof. You shall pay in full, under protest in the manner provided by Statute, any tax or assessment you desire to contest.

5. Hazard Insurance. You shall keep the buildings and improvements to the exterior of the Property insured against loss by fire, hazards included when the building is occupied, and other hazards as Lender may require, including flood insurance, in amounts sufficient to pay either the cost of replacing the Property in full or to pay in full the depreciation suffered thereby, together with a amount of indebtedness secured by any prior Encumbrance.

The insurance carriers providing said insurance shall be selected by you, subject to Lender's approval, which shall be unreasonably withheld. All policies and renewals thereof shall be in form acceptable to Lender, shall include a standard third mortgage clause with loss payable to Lender in form otherwise acceptable to Lender, and further shall provide for thirty (30) days written notice to Lender prior to cancellation or material change in coverage. Subject to the terms of any prior Encumbrance, Lender shall have the right to force the policies and renewals thereof which policies are not renewed or canceled. Said policies shall be delivered to Lender no later than ten (10) banking days before expiration of any of said policies. You shall give prompt notice of any loss or damage to the insurance carriers, and Lender or Lender may make proof of loss if not made promptly by you.

If the Property is abandoned by you, or if you fail to respond to Lender within 30 days from the date notice is mailed by Lender to you, over that the insurance carrier offers to satisfy claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option and discretion, either to restoration or repair of the Property or to the items secured by this Mortgage. You hereby direct and instruct our companies to pay directly to Lender, as the interest may appear, any proceeds in the event of any loss, "damages."

6. Use, Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. You shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. You shall promptly repair any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. You shall comply with all requirements of law or municipal ordinances with regard to the use, operation, and maintenance of the Property, and shall make no material alterations in said Property, except as required by the use, operation, or maintenance of the Property, without the prior written consent of Lender. If this Mortgage is created in a condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents of governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents of this Mortgage, or on a leasehold, you shall perform or cause to be performed all obligations of lessor under said lease.

7. Protection of Lender's Security. If you fail to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to you, may make such appearances, disburse such sums, including reasonable attorney fees, and take such action as is necessary to protect Lender's interest, including but not limited to making repairs, full or partial payment or discharge of prior Encumbrances, payment, settling, or discharge of tax bills, payment of ground rents of any, and procurement of insurance. Lender, in making said authorized payments of taxes and assessments, may do so in accordance with any bill statement or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity, reasonableness, or claim thereto.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon at the rate then applicable under the Agreement, shall become additional indebtedness secured by this Mortgage. Unless you and Lender agree to other terms of payment, such amounts shall be paid by you upon notice from Lender to you requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver, any right existing to Lender on account of any provision in this Paragraph 7.

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

8. Inspection. Lender may make or cause to be made available, either orally or in writing, inspection of the Property, provided that Lender shall give you notice prior to any such inspection.

9. Condemnation. Subject to the terms of any prior Encumbrance, 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 in any manner, shall be paid to Lender. Lender is authorized to collect 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 in any manner, and to apply said proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage.

10. Continuation of our Obligation; Forbearance by Lender Not a Waiver; Remedies Cumulative. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender for any reason, or of your successive interests, shall not operate to release, in any manner, your liability. Lender shall not be required to commence proceedings against such successive or future lessees to extend time for payment or otherwise modify or amortize of the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Any forbearance by Lender does not constitute any right or remedy, however, or otherwise, afforded by applicable law, shall not be a waiver or preclude the exercise of any such right or remedy. Any acts performed by Lender to protect the security of this Mortgage, as authorized by Paragraph Thirteen, including but not limited to the procurement of insurance, the payment of taxes or other bills, rents or charges, or the making of repairs, shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under the Mortgage or afforded by law or equity, and they are to be used and carried out, independently or successively.

11. Successors and Assigns; Joint and Several Liability; Co-signers. Subject to the provisions of Paragraph 16 herein, the covenants and agreements herein contained shall bind and the rights hereunder shall be binding upon the successors and assigns of Lender and you. All covenants and agreements of you shall be joint and several. Each of you who signs this Mortgage, but does not indicate the Agreement, has co-signed this Mortgage, jointly to mortgage and warrant that your interest in the Property to Lender under the terms of the Mortgage, and to release hereunder, not to sign the Agreement or under this Mortgage; and (c) agrees that Lender and any other Mortgagor hereunder may agree to lend money, forbear or make any other accommodations with regard to the terms of this Mortgage or the Agreement without your consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

12. Notice. Except for any notices required by law or applicable law to be given in writing, any notices required or given under this Mortgage shall be served by hand delivery or by certified mail return receipt requested. Notices shall be served upon you at the Property Address as Lender at Lender's address stated herein. Notices may be served by facsimile, e-mail or electronic mail, if such service is permitted by law. Notices may be served by telephone, if sent delivered, or 3 days after the date of mailing shown on the certified receipt, if mailed. Any party hereto may change the address to which notices are sent by notice as provided herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can give effect without the conflicting provision, and to this end the law, such conflict, shall not affect other provisions of this Mortgage or the Agreement, all declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not

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14. **Your Copy.** You shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** You shall fulfill all of your obligations under any home rehabilitation, improvement, repair, or other loan agreement which you enter into with Lender. Lender, at Lender's option, may require you to execute and deliver to Lender, in form acceptable to Lender, an assignment of any rights, claims or defenses which you may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or of a Beneficial Interest in Mortgagor.** It shall be an immediate default hereunder if, without the prior written consent of Lender, which consent shall be granted or withheld at Lender's sole discretion, you shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation (collectively "Transfer") of the Property or of any part thereof or interest therein (or if all or a portion of the beneficial interest of Mortgagor is transferred, where Mortgagor is not a natural person). In the event of such default, Lender may declare the entire unpaid balance, including interest, immediately due and payable; provided, however, the foregoing provisions of this Paragraph 16 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give you notice of acceleration. The notice shall provide a period of not less than 30 days from the date of service of the notice (as defined in Paragraph 12 hereof) within which you must pay or cause to be paid all sums secured by this Mortgage. If you fail to pay or cause to be paid such sums prior to the expiration of said 30-day period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on you.

17. **Remedies; Entire Agreement Due.** In the event of a default under the Agreement or your default under the Mortgage, Lender may, at its option, upon expiration of any relevant cure period, declare the entire amount secured by this Mortgage immediately due and payable without further demand and may commence judicial proceedings to foreclose this Mortgage. Lender may also exercise all remedies available under the Agreement, including, without limitation, termination of future credit privileges. Lender shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including, without limitation, reasonable attorney's fees, costs of documentation evidence, documents and title reports all of which shall become additional indebtedness secured by this Mortgage.

18. **Revolving Loan.** This Mortgage secures all Loans made and indebtedness outstanding under the Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent loans and encumbrances (except for recordings and assignments having on the Property) even if there is no indebtedness owing under the Agreement, to the extent of the Credit Limit shown in the Agreement and on the records set forth, plus all other amounts owing under the Agreement and/or secured by or which may be secured by this Mortgage.

19. **Conversion to Installment Loan.** Lender has the right under the Agreement regardless of whether there is an event of default, to cancel the right to future advances and to require accelerated repayment of all amounts outstanding under the Agreement plus entire accrued Finance Charges and other charges (excluding amounts outstanding) if (i) Lender determine that you do not meet the prevailing credit standards for Equity Line, customize, or (ii) if a law, regulation or interpretation becomes effective subsequent to this Agreement that in Lender's opinion unfavorably affects its ability to administer the Agreement in the manner originally contemplated. In this event Lender may convert the entire amount outstanding (including accrued and unpaid Finance Charges and other charges) to an installment loan in such amount at the variable interest rate set forth in the Agreement and payable in approximately equal monthly installments, the amount and number of which will be determined as necessary to pay the entire amount outstanding in full in equal payments of principal and interest on or before the scheduled Expiration Date as set forth in the Agreement.

20. **Assignment of Rent; Appointment of Receiver.** As additional security hereunder, you hereby assign to Lender the rents of the Property. Provided that you shall, prior to acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, and without further notice to you, Lender shall be enabled to have a receiver appointed by a court to enter upon the possession of and manage the Property and to collect the rents of the Property including those past due. Said receiver shall have the power to collect judgments from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption, if any. All monies so collected by 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 Mortgage. The receiver shall be liable to Lender only for those rents actually received.

21. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage upon your payment of all costs and fees to release same, if any. You shall also pay all costs of recordation, if any.

22. **Homestead Waiver.** By signing below, you waive all rights of Homestead exemption in the Property.

23. **Authority to Sign, If Corporation.** The execution of this Mortgage has been duly authorized by our Board of Directors.

24. **Riders.** The Condominium Rider, attached hereto, if any, is incorporated herein and made a part hereof.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER PRIOR ENCUMBRANCES.

You and Lender request the holder of any Prior Encumbrance or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

STATE OF ILLINOIS

COUNTY OF Cook

Towanna S. Butler

I, Towanna S. Butler, Notary Public in and for said county and state, do hereby certify that Stephen T. Monahan Jr., and Mary D. Joyce Monahan, his wife

personally known to me to be the same person(s) whose name(s) are _____, do hereby subscribe to the foregoing instrument, appeared before me this day in person, and acknowledged that

as their true and voluntary act, for the uses and purposes therein set forth, signed and delivered the said instrument

"OFFICIAL SEAL"

Given under my hand and official seal, this 18th day of December, 1987

My Commission Notary Public, State of Illinois

My Commission Expires 4/21/91

STATE OF ILLINOIS

COUNTY OF Cook

I, Notary Public in and for said county and state, do hereby certify that Stephen T. Monahan Jr., and Mary D. Joyce Monahan, his wife

personally known to me to be the same person(s) whose name(s) are _____, do hereby subscribe to the foregoing instrument, appeared before me this day in person, and acknowledged that

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"OFFICIAL SEAL"

Given under my hand and official seal, this 18th day of December, 1987

My Commission Expires

Towanna S. Butler
Mortgagor
Mortgagor
Mortgagor

Notary Public

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HAROLD BUSSELL
RECEIVED

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