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HOME LINE CREDIT MORTGAGE

This Home Line Credit Mortgage is made this 17th day of February, 1989, between the Mortgagor, Seymour Grossman and Adele Grossman, Husband and Wife (herein "Borrower"), and the Mortgagee, Harris Bank Wilmette, National Association whose address is 1701 Sheridan Road, Wilmette, Illinois 60091 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Wilmette, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated February 17, 1989, pursuant to which Borrower may from time to time until February 17, 1996 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 130,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After February 17, 1996 (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by February 17, 1996 (the "Final Maturity Date").

TO SECURE the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois

UNIT 301 as described in survey delineated on map attached to and a part of a Declaration of Condominium Ownership registered on the 27th day of October, 1988 as Document Number 2684915

ITEM 2.

An Undivided 1.58496 interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the East Half (1/2) of the Northeast Quarter (1/4) of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of the East 33 rods of said Northeast Quarter (1/4); thence S 28° 30 degrees 03 minutes 30 seconds West on the West line of said East 33 rods of Northeast Quarter (1/4), a distance of 239.10 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 53.83 feet to the place of beginning of the tract of land hereinafter described; thence South 00 degrees 00 minutes 00 seconds West, a distance of 109.10 feet; thence South 90 degrees 00 minutes 00 seconds West, a distance of 66.10 feet; thence North 75 degrees 00 minutes 00 seconds West, a distance of 169.08 feet; thence North 15 degrees 00 minutes 00 seconds West, a distance of 79.0 feet; thence North 75 degrees 00 minutes 00 seconds East, a distance of 174.55 feet; thence North 00 degrees 00 minutes 00 seconds West, a distance of 33.55 feet; thence North 73 degrees 00 minutes 00 seconds West, a distance of 174.55 feet; thence North 15 degrees 00 minutes 00 seconds East, a distance of 79.0 feet; thence South 75 degrees 00 minutes 00 seconds East, a distance of 169.08 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 66.10 feet; to the place of beginning.

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which has the address of 9530 Leamon Unit 301 Skokie, IL 60077 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, 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 household estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

FBI - PHOTODUPLICATION SERVICE

note identity # 440022016

Cook County Clerk

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16045.6
REPLICATE

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1701 SHANNON ROAD
WHITTIER, ILLINOIS 60091

MAIL TO:
J. F. SWENSON
The Instrument Prepared By:

REGISTER OF DEEDS
CAROL MOSLEY BEAUL
JAN 24 1990

Submitted by:
Address:

Promised:
Delivered:

Address:
F:

Deed to:
F:

Address:
Notified:

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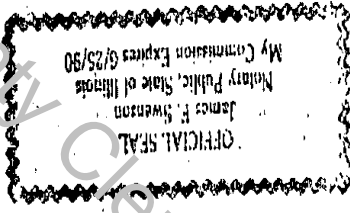
L.T.L.

AMERICAN TITLE & TRUST CO. OF ILLINOIS
120 WEST MADISON
NEWARK, ILLINOIS 60051

PM 30

A-22018

Property of Cook County Clerk's Office



Notary Public

My Commission Expires:

6-25-90

The undersigned _____
a Notary Public in and for
the County and State of Illinois, do hereby certify that
Seymour Grossman and Adele Grossman, Husband and Wife
are personally known to me to be the same persons whose names
are subscribed to the foregoing instrument, approved
before me this day in person and acknowledged that
they and voluntarily so, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____
_____ day of _____, 1989.

STATE OF ILLINOIS
COUNTY OF

Cook

SS

TYPE OF INSTRUMENT

MORTGAGE

Borrower

TYPE OF INSTRUMENT

MORTGAGE

Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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55. Lender of Mortgage and Borrower hereby waives all right of non-recorded exemption in the Property.

56. Captions for Cover Pages Only: The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

57. Release: Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

58. Release: Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

59. Assignment of Rights: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the entire of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

60. Assignment of Rights: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the entire of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

61. Acceleration: Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or Agreement, including the covenants to pay when due and any sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the agreement and may foreclose the debt.

62. Conversion to Installment Loan. Pursuant to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedness incurred hereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event be due and payable on or before the Final Maturity Date. This Mortgage is given to and shall secure such installment loan.

63. Reversing Cash Loan. This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only presently existing but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 25 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the date of its filing for record in the recorder's or register's office of the county in which the Property is located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred percent of the Maximum Credit, plus interest thereon and any other amounts which the Lender is authorized to make under this Mortgage or the Agreement (e.g. for payment of taxes, special assessments or liabilities on the Property) and interest on such disbursements (all such disbursements being hereinafter referred to as the "Maximum Amount Secured Hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

64. Borrower's Right to Prepayment. Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Agreement and no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage 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 paragraph 14 or 15.

65. Lender's Right to Prepayment. Lender shall have the right to prepay this Mortgage at any time without further notice or demand on Borrower. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed by mail, in which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

66. Borrowing Law. Borrowing Law. This Mortgage shall be governed by Federal Law and the law of the State of Illinois. 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 be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

67. Borrowing Law. Borrowing Law. This Mortgage shall be governed by Federal Law and the law of the State of Illinois. 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 be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

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

69. Acceleration and Remedies. If enforcement or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 22. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 18.

70. Loan Charge. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed 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.

71. Accommodation. All actions with regard to the terms of this Mortgage or the Agreement without the Borrower's consent.

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Borrower covenants that Lender's interest in the Property shall be covered by a 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.

COVENANTS. 2. 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 indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

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

3. **Charges, Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and household payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith consent such lien by, or discontinue enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

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

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard 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 the Property damaged provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance 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 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.

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, or change the amount of such payment. If under paragraph 22 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies 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.

5. **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 and shall comply with the provisions of any lease if this Mortgage is on a leasehold. 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 declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider 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.

6. **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 behalf 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 such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree 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 6 shall require Lender to incur any expense or take any action hereunder.

7. **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.

8. **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 or change the amount of such payment.

9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Waiver by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Options.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Agreement (a) is co-signing this Mortgage only to Mortgage, grant and convey to Lender's interest in the Property under the terms of this Mortgage (b) is not personally

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