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THE FIDELITY AND SECURITY COMPANY OF NEW YORK
120 N. MICHIGAN
NEW YORK, N.Y.

This instrument prepared by

is (the "Maturity Date").

under the agreement plus interest thereon must be repaid by April

due and payable on demand. In any event, all amounts borrowed

repaid after such date, together with interest thereon, may be

is (12) all sums outstanding under the agreement and all sums

outstanding under the agreement may be declared due and payable

for in the agreement. After April 5, 1982, all sums

to the agreement is payable at the rate and at the times provided

credit) plus interest. Interest on the sums borrowed pursuant

outstanding principal balance of \$30,000.00, the ("Maximum

1982, borrow from lender sums which shall not in the aggregate

which borrower's beneficiary may from time to time until April 5,

statement (the "Agreement") dated April 5, 1982, pursuant to

a revolving home equity line of credit agreement and disclosure

wherein, borrower, beneficiary and lender have entered into

WITNESSES:

ROBERT, Illinois 60656 (herein "Lender").

banking corporation whose address is 111 E. Buss Rd., Mount

Mortgage, First Chicago Bank of Mount Prospect, and Illinois

is, 1982 and known as trust no. 1086233 (herein "Borrower"), and

individually but as trustees under a Trust Agreement dated April

day of April, 1982, between Chicago Title and Trust Company not

this home equity line of credit mortgage is made this 5th

HOME EQUITY LINE OF CREDIT MORTGAGE

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3-33914

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TO SECURE to Lender 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 at the direction of its beneficiary does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois.

LOT 19 IN BLOCK 3 IN BUSSE'S EASTERN ADDITION TO MOUNT PROSPECT IN THE EAST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 08-12-204-004

which has the address of 7 S. Edward, Mount Prospect, Illinois 60056 (the "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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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including all payments due under any mortgage disclosed by the
 this mortgage, and leasehold payments or ground rents, if any,
 attributable to the property which may attain a priority over
 all taxes, assessments and other charges, fines and impositions
 3. **Charges/ Liens.** Borrower shall pay or cause to be paid
 agreement.

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

any fees and charges as provided in the agreement.
 indebtedness incurred pursuant to the agreement, together with
 group by pay when due the principal of and interest on the
 1. **Payment of Principal and Interest.** Borrower shall
 Borrower and lender covenant and agree as follows:

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

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that

coverage exceed that amount of coverage required to pay the sum secured by that mortgage and any other mortgage on the property. provided, that Lender shall not require that the amount of such

such amounts and for such periods as Lender may require; coverage", and such other hazards as Lender may require and in loss by fire, hazards included within the term "extended now existing or hereafter erected on the property insured against 1. Hazard Insurance. Borrower shall keep the improvements

or forfeiture of the property or any part thereof. proceedings which operate to prevent the enforcement of the lien such lien by, or defend enforcement of such lien in, legal

a manner acceptable to Lender, or shall in good faith contest arising to the payment of the obligation secured by such lien in discharge any such lien so long as Borrower shall agree in property; provided, that Lender shall not be required to

the insurance policy insuring Lender's interest in the mortgage, except for the lien of any mortgage disclosed by the shall promptly discharge any lien which has priority over this furnish to Lender receipts evidencing such payments. Borrower property. Borrower shall, upon request of Lender, promptly

the insurance policy insuring Lender's interest in the

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or to the sum secured by this mortgage.

Lender's option either to restoration, or repair of the property

authorized to collect and apply the insurance proceeds at

offer to settle a claim for insurance benefits, Lender is

notice is mailed by Lender to Borrower that the insurance carrier

Borrower fails to respond to Lender within 30 days from the date

Borrower. If the property is abandoned by Borrower, or if

secured by this mortgage, with the excess, if any, paid to

is impaired, the insurance proceeds shall be applied to the sum

economically feasible or if the security of this mortgage would

thereby impaired. If such restoration or repair is not

economically feasible and the security of this mortgage is not

the property damaged, provided such restoration or repair is

insurance proceeds shall be applied to restoration or repair of

within Lender and Borrower otherwise agree in writing,

Borrower.

Lender. Lender may make proof of loss if not made promptly by

Borrower shall give prompt notice to the insurance carrier and

notice and all receipts of paid premiums. In the event of loss,

Lender, Borrower shall promptly furnish to Lender all renewal

in favor of and in form acceptable to Lender. Upon request of

acceptable to Lender and shall include a standard mortgage clause

All insurance policies and renewals thereof shall be in form

on insurance policies shall be paid in a timely manner.

each approval shall not be unreasonably withheld. All premiums

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part hereof.

covenants and agreements of this Mortgage as if the rider were a
 shall be incorporated into and shall amend and supplement the
 with this Mortgage, the covenants and agreements of such rider
 development rider as executed by Borrower and recorded together
 constituent documents. If a condominium or planned unit
 regulations of the condominium or planned unit development, and
 condominium or planned unit development, the by-law and
 under the declaration or covenants creating or governing the
 development, Borrower shall perform all of Borrower's obligations
 If this Mortgage is on a unit in a condominium or a planned unit
 the provisions of any leases if this Mortgage is on a leasehold.
 apartment or deterioration of the property and shall comply with
 property in good repair and shall not commit waste or permit
 condominiums, planned unit developments. Borrower shall keep the
 5. Preserved and Maintenance of Property; Leasehold;

acquisition.
 sum secured by this Mortgage immediately prior to such sale or
 the sale or acquisition shall pass to Lender to the extent of the
 proceeds thereof resulting from damage to the property prior to
 of Borrower in and to any insurance policies and in and to the
 the property is acquired by Lender, all right, title and interest
 change the amount of such payment. If under paragraph 3 hereof
 postpone the due date of any payments due under the Agreement, or
 such application of proceeds to principal shall not extend or
 unless Lender and Borrower otherwise agree in writing, any

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that Lender shall give Borrower notice prior to any such reasonable entries upon and inspections of the Property, provided

7. Inspection: Lender may make or cause to be made

Lender to incur any expense or take any action hereunder. Agreement. Nothing contained in this Paragraph 6 shall require

payable from time to time on outstanding principal under the and shall bear interest from the date of disbursement at the rate

upon notice from Lender to Borrower requesting payment thereof, agree to other terms of payment, such amounts shall be payable

Borrower secured by this Mortgage. Unless Borrower and Lender with interest thereon, shall become additional indebtedness or

Any amounts disbursed by Lender pursuant to this paragraph upon the Property to make repairs.

Limited to, disbursement of reasonable attorneys' fees and entry necessary to protect Lender's interest, including, but not

such expenses, disburse such sums and take such action as is when Lender at Lender's option, upon notice to Borrower, may make

arrangements or proceedings involving a bankrupt or decedent, mortgages, eminent domain, insolvency, code enforcement, or

Limited to, any proceeding brought by or on behalf of a prior affects Lender's interest in the Property, including, but not

or if any action or proceeding is commenced which materially perform the covenants and agreements contained in this Mortgage,

8. Protection of Lender's Security. If Borrower fails to

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Payment or modification of any other term of the agreement or
8. Borrower Not Released. Extension of the time for

change the amount of such payment.
purchase the due date of any payment due under the agreement or
such application of proceeds to principal shall not extend or
unless lender and borrower otherwise agree in writing, any

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

Borrower.
secured by this Mortgage, with the excess, if any, paid to
taking of the property, the proceeds shall be applied to the sums
shall be paid to lender. In the event of a total or partial
for conveyance in lieu of condemnation, are hereby assigned and
condemnation or other taking of the property, or part thereof, or
damages, direct or consequential, in connection with any

9. Condemnation. The proceeds of any award or claim for
lender's interest in the property.
liability applying reasonable cause therefor related to

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12. Successors and Assigns Bound Joint and Several Liability. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to

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.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or forbearance, 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.

9. Successors in Interest. The 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 Lender's successor in interest.

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any provision or clause of this Mortgage or the Agreement governed by the law of the State of Illinois. In the event that 14. governing law; severability. This Mortgage shall be

designated herein.

to have been given to Borrower or Lender when given in the manner herein. Any notice provided for in this Mortgage shall be deemed address as Lender may designate by notice to Borrower as provided

requested to Lender's address stated herein or to such other

notice to Lender shall be given by certified mail, return receipt

designate by notice to Lender as provided herein, and (b) any

Property Address or at such other address as Borrower may

such notice by certified mail, addressed to Borrower at the

Borrower provided for in this Mortgage shall be given by mailing

applicable law to be given in another manner, (a) any notice to

13. Notice. Except for any notice required under

hereof.

only and are not to be used to interpret or define the provisions

heading of the paragraphs of this Mortgage are for convenience

of Borrower shall be joint and several. In a caption and

provisions of paragraph 16 hereof. All covenants and agreements

or not they have executed this Mortgage, subject to the

liable for the payment of the indebtedness secured hereby whether

"Borrower" when used herein shall include all such persons as are

all persons claiming under or through Borrower and the word

the respective successors and assigns of Lender and Borrower, and

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obligatory or to be made at the option of the Lender, or Agreement but also future advances, whether such advances are shall accrue not only presently existing indebtedness under the Agreement such loan is converted to an installment loan, and secure a revolving credit loan, unless and until pursuant to the 17. Revolving credit loan. This mortgage is given to to be immediately due and payable.

as Lender's option, declare all the sums secured by this mortgage by operation of law upon the death of a joint tenant, lender or for household appliances or (c) a transfer by devise, descent or mortgage, (b) the creation of a purchase money security interest the creation of a lien or encumbrance subordinate to this Borrower without Lender's prior written consent, excluding (4) title to the property is sold, transferred or conveyed by any beneficial interest in the property in any trust holding or an interest therein including without limitation any part of permitted by applicable law, it all or any part of the property 18. Lien for of the property, hereafter. To the extent

of execution or after recordation hereof. contained copy of the Agreement and of this mortgage at the time

19. Borrower's copy. Borrower shall be furnished a be available. the provisions of the Mortgage and the Agreement are declared to given effect without the conflicting provision, and to this end other provisions of this Mortgage or the Agreement which can be conflicts with applicable law, such conflict shall not affect

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of "terms" as are made within five (5) 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, although there may be no indebtedness secured hereby outstanding 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 time of its filing for record in the recorder's or registrar's office of the county in which the property is located. The total amount of indebtedness secured hereby 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 fifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the property and interest on such disbursements (all such indebtedness 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.

12. Conversion to Installment Loan. Pursuant to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan hearing interest at the rate set forth in the Agreement and

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period of redemption following judicial sale, lender, in person, of the property, and at any time prior to the expiration of any upon acceleration under paragraph 19 hereof or abandonment

retain such rents as they become due and payable.

or abandonment of the property, have the right to collect and borrower shall, prior to acceleration under paragraph 19 hereof

assigns to lender the rents of the property, provided that

acceleration. An additional security hereunder, borrower hereby

30. Appointment of Receiver; Appointment of Receiver; Lender in

statements and other reports.

reasonable attorneys' fees, and costs of documentary evidence,

expenses of foreclosure, including, but not limited to,

Lender shall be entitled to collect in such proceeding all

agreement and may foreclose this mortgage by judicial proceeding.

demand, and/or may terminate the availability of loans under the

this mortgage to be immediately due and payable without further

Lender at Lender's option may declare all of the sums secured by

covenants to pay when due any sums secured by this mortgage,

Borrower in this mortgage or the agreement, including the

and upon borrower's breach of any covenant or agreement of

29. Acceleration; Remedies. Time is of the essence hereof,

Mortgage is given to and shall secure such installment loan.

due and payable on or before the final maturity date. This

period of not less than one year and which shall in any event be

payable in monthly installments of principal and interest over a

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by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment of all sums secured by this mortgage and termination of the agreement lender shall release this mortgage without charge to borrower. Lender shall pay all costs of recording if any.

22. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the property.

23. Trustee's Execution. This mortgage is executed by Chicago Title and Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said bankruptcy warrants that it possesses full power and authority to execute this instrument) and as is expressly understood and agreed that said bank personally to pay and sum due pursuant to the agreement or to perform any other covenant contained herein, whether express or implied.

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ASSISTANT VICE PRESIDENT

BY: George P. Moore
and known as Trust Number 1, 86922, and
under Trust Agreement dated April 18, 1985
CHICAGO TITLE & TRUST COMPANY, as trustee
BORROWER!

ASST. SECRETARY

[Handwritten Signature]

SECRET

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 10th day of January, 2001.

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NOTARY PUBLIC
R.W. STATE INDY GROUP

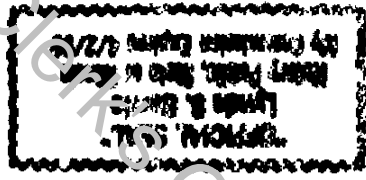
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MAIL TO:
FIRST CHICAGO BANK OF MOUNT PROSPECT
JANIS YOGT
450 E. HIGGINS
BLK GROVE VILLAGE, IL 60007

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Linda S. Barris
Notary Public

I, Linda S. Barris, a Notary Public in and for said county and state, do hereby certify that MARILYN P. MALIN and KAREN M. MALIN, personally known to me to be ASSIGNMENT VICE PRESIDENT and SECRETARY of Chicago Title Trust Co are the same person(s) who a name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument pursuant to authority as their free and voluntary act, and as the true voluntary act of said Bank as trustee as aforesaid for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 12th day of April, 1911.

STATE OF ILLINOIS
COUNTY OF
)
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09/21/2009
CAROL ROSELEY BRANN
REGISTRAR OF TITLES

Address	IDENTIFIED
Deliver to	Deliver No. [unclear] Trust
Add. [unclear]	
North-CASUAL ROSELEY BRANN	
[unclear]	
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Commission Expires 11/31/09
Notary Public State of Illinois
LAWRENCE B. BOWEN
OFFICIAL SEAL

COOK COUNTY CLERK'S OFFICE
2009-11-31