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Prepared by:  
WHEN RECORDED, MAIL TO:

**R.A.E. Credit Union**  
616 WEST MAIN STREET  
BARRINGTON, ILLINOIS 60010

3795075

SPACE ABOVE THIS LINE FOR RECORDING USE

### MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 16th day of MAY, 1989  
between the Mortgagor, DAVID CROSS GEHLER AND MARTHA ANNE GEHLER, HIS WIFE, IN JOINT TENANCY  
(herein "Borrower"),  
and the Mortgagee, R.A.E. CREDIT UNION  
(herein "Lender"),  
a corporation organized and existing under the laws of ILLINOIS  
whose address is 616 W. MAIN ST. BARRINGTON, IL 60010

WHEREAS, Borrower is indebted to Lender as described in this paragraph,  
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the **LOANLINER® Home Equity Plan Credit Agreement** and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$ 20,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable FIFTEEN (15) years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a variable rate as described in the Credit Agreement.
- (3) The performance of the covenants and agreements of Borrower herein contained.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of ILLINOIS:

Lot Nineteen (19) in Leroy H. Marshall's Subdivision, being a Subdivision of part of the Northeast Quarter (1/4) of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, according to Plat registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 15, 1955, as Document Number 1620687, in Cook County, Illinois.

PIN NO. 01-01-206-008

which has the address of 326 Harriet Lane  
Barrington Illinois 60010 (herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which 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 the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

NOTE IDENTIFIED

Clerk's Office

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IN DUPLICATE

019330

Given under the hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19 89

My Commission expires \_\_\_\_\_

**Address:** \_\_\_\_\_  
**Deliver duplicate To:** \_\_\_\_\_  
**Deliver to:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Deliver duplicate To:** \_\_\_\_\_

**ATTOEY'S TITLE**  
**CO. ANANTY FUND, INC.**  
**808 S. LAGALLE 8TH FLOOR**  
**CHICAGO, IL 60605**

**Kelly**

**CONTRACTOR'S SEAL**  
**CONTRACTOR'S NAME**  
**CONTRACTOR'S ADDRESS**  
**CONTRACTOR'S CITY AND STATE**  
**CONTRACTOR'S ZIP CODE**  
**CONTRACTOR'S PHONE NUMBER**

**DEVID CROSS GELER and ANNE GELER**  
 a Married Couple, of said county and state, do hereby personally known to me to be the same person(s) whom (names) subscribed to the foregoing instrument, and acknowledged that they executed the said instrument as their free voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, Borrower has executed this Mortgage \_\_\_\_\_ day of \_\_\_\_\_ 19 89.

THOMAS J. THOMAS  
 DEVID CROSS GELER and ANNE GELER  
 County of Cook, State of Illinois

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES ON HEEDS OF TRUST**

21. Acceleration: Remedy. Except as provided in paragraph 21 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due, any amount or sums secured by the Mortgage, Lender may, at its option, declare the entire amount of the debt due and payable immediately, and may, at its option, exercise its right to foreclose on the mortgaged premises and the right to sell the same to satisfy the debt. The notice shall further advise Borrower of the right to make any arrangement for the redemption of the mortgage, and of the right to make any arrangement for the redemption of the mortgage, and of the right to make any arrangement for the redemption of the mortgage.

22. Borrower's Right to Redeem. Notwithstanding Lender's acceleration of the debt secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce the debt secured by this Mortgage stay or enjoined until the date of the judgment enforcing this Mortgage. If (a) Borrower pays Lender all sums which would be due under this Mortgage up to and including the date of the judgment enforcing this Mortgage; (b) Borrower pays all sums which would be due under this Mortgage up to and including the date of the judgment enforcing this Mortgage; (c) Borrower pays all sums which would be due under this Mortgage up to and including the date of the judgment enforcing this Mortgage; and (d) Borrower pays all sums which would be due under this Mortgage up to and including the date of the judgment enforcing this Mortgage, then Lender shall, at its option, rescind the acceleration and the debt shall be deemed to have been paid in full.

23. Borrower's obligation to pay the sums secured by this Mortgage shall continue until the mortgage debt is paid in full. Upon each payment made by Borrower, the mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and prepaid from time to time, under the terms of the Credit Agreement. Lender shall direct all payments for this Mortgage when Borrower has (1) paid all amounts secured by this Mortgage and (2) has requested (a) that the line of credit be canceled or (b) that the line of credit be reduced below the amount for which a security interest in real property may be required. Lender shall release this Mortgage without charge to Borrower.

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Credit Agreement, 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach. Borrower may have committed or agreed to commit any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. **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.

9. **Condemnation.** The proceeds of any award or claim for damages, including 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, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of a mortgization of the sums secured by 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 a mortgization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **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 delivering it or 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 to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided 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.

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 Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Prior Mortgage or Deed of Trust, Modification; Future Advances.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. **Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and a conformed copy of this Mortgage at the time of execution or after recordation hereof.

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

17. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

19. **Merge.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. **Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred shall also be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

All advances advanced under the Credit Agreement, up to the Maximum Principal Balance, are secured by this Mortgage, whether advanced before or after sale or transfer of the Property, except any amounts which may be advanced by Lender more than five days after notice to Lender, given in accordance with paragraph 12 hereof, that such sale or transfer has occurred. Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. **Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

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Complete if applicable: This Property is part of a condominium project known as \_\_\_\_\_ This Property is in a Planned Unit Development known as \_\_\_\_\_ This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium or project. Borrower hereby conveys and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges, and collectible taxes, Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, unit, all sums secured by this Mortgage are paid in full, a sum (herein "payments") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any, which may remain priority over the mortgage, and ground rents or the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and taxes, the estimates thereof. Borrower shall not be obligated to make such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, unit, all sums secured by this Mortgage are paid in full, a sum (herein "payments") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any, which may remain priority over the mortgage, and ground rents or the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and taxes, the estimates thereof. Borrower shall not be obligated to make such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, in the order Lender chooses to any finance charge, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust, Changes, Liens, Borrower shall perform all of Borrower's obligations under any mortgages, deeds of trust or other security agreements with a lien which has priority over this mortgage, including Borrower's covenants to make payments when due, except to the extent that any such changes or impositions are to be made to the Property which may attain a priority over this mortgage, and leasehold payments or ground rents, if any, within five days after any demand by Lender. Borrower shall exhibit to Lender receipts showing that all amounts due under the mortgages have been paid when due.

5. Hazard 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 amount and for such period as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance coverage on a replacement amount not less than that necessary to comply with any contract percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this mortgage.

6. Preservation and Maintenance of Property; Leasehold; Condemnation; Planned Unit Development. 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 of condominium or other governing instrument or governing the development, the by-laws and regulations of the condominium or planned unit development, and consistent documents.

7. 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, then Lender, at Lender's option, upon notice to Borrower, may take such appearance, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the rate provided in the Lender's interest, shall be a first lien in priority to all other liens on the Property.