

# REVOLVING LOAN AGREEMENT MORTGAGE

3801733

THIS REVOLVING LOAN AGREEMENT MORTGAGE is made this 23rd day of June, 1989, between the Mortgagor, Robert Miles and Rose Miles (MARRIED TO EACH OTHER)

Charm ("Mortgagor"), and the Mortgagee, First Mutual Credit Company, a Delaware Corporation, authorized to do business in Illinois, P.O. Box 6044, Dearborn, Michigan, 48121-0044 (hereinafter "Mortgagee").

WHEREAS, Mortgagor has entered into Revolving Loan Agreement (the "Agreement") dated June 23, 1989, pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal advance of \$ 200,000.00 (the "Credit Limit"), plus interest thereon, which interest is payable at the rate and at the time provided for in the Agreement. No future advances, as provided for in the Agreement, may be made by Mortgagee more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgagee the repayment of the Credit Limit, which includes any advances made from time to time by Mortgagee, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor hereunder, Mortgagor does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of Cook, State of Illinois, legally described as:

LOT 7 IN BLOCK 1 IN THE NEFF'S SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Community known as: 111 E. 105th St., Chicago, IL 60617, PLAN 26-18-204-003  
(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 covered by this Mortgage, and all of the foregoing, together with said property (or the household lease if this Mortgage is in a household) are herein referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey the Property, and that Mortgagor 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 Mortgagee's interest in the Property.

### COVENANTS: Mortgagor covenants and agrees as follows:

- 1. Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement, including all future advances.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and payments hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under the Agreement, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Charge Liens.** Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fees, and impositions attributable to the Property that may obtain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payment of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the Mortgagee (or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings) and operate to prevent the enforcement of the lien or forfeiture of the Property of or any part thereof.

889558

3801733

4. Hazard Insurance. Mortgagee shall insure the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the extended coverage, and such other hazards as Mortgagee may require and in amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking priority and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagee (which approval shall not be unreasonably withheld). All premium payments for insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to Mortgagee. Mortgagee shall promptly furnish Mortgagor with all renewal notices and all receipts for paid premiums. Mortgagee shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made by Mortgagor.

Unless Mortgagee and Mortgagor 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 Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option, either to restoration or repair of the Property or to the sums secured by the Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 11 hereof, the Property is acquired by Mortgagee all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damages to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property. Mortgagor 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.

6. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or other governmental or proceedings involving a bankruptcy or decedent, the Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amount disbursed by Mortgagee pursuant to paragraph 6, with interest thereon, shall become an additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand 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 Mortgagee to incur any expense or take any action hereunder.

7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspection of the Property, provided that Mortgagee shall give notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee'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 heretofore payable to Mortgagee.

9. Mortgagor Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the liability of the original Mortgagor and Mortgagee's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagee's successors in interest.

10. Prepayment by Mortgagee is a Waiver. Any forbearance by Mortgagee in exercising any right or remedy under the Agreement 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 Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Successors and Assigns Bound. The covenants and agreements herein contained shall bind and inure to the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 9 hereof.

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

13. Governing Law; Severability. This Mortgage shall be governed by the laws 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 either provision 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, provided that the Mortgagee may exercise its termination option in the event of changes in law after the date of this Mortgage.

14. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

15. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold, conveyed, or transferred by Mortgagor or Mortgagor's beneficiary without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

3801733

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3801233

NOT RECORDED FROM THIS DATE  
BY A CLERK OF THE COURT  
CLERK OF THE COURT

# UNOFFICIAL COPY

16. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagor, or otherwise, as are made by the Mortgagor within 20 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 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 principal balance of indebtedness secured hereby (including disbursements that the Mortgagor may make under this Mortgage under the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Credit Limit, 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 to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely for assessments levied on the Property given priority by law.

17. **Acceleration Remedies.** Upon Mortgagor's breach of any covenant or condition of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts, and title reports.

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

18. **Assignment of Rents.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall prior to acceleration under paragraph 17 hereof or abandonment of the Property, waive the right to collect and retain such rents as they become due and payable.

19. **Release.** Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage. Mortgagee shall pay all costs of recordation of the release, if any.

20. **Waiver of Homestead and Redemption.** Mortgagor hereby waives all rights of homestead exemption in the event of a foreclosure in the Property.

21. **Merge.** All conditions, covenants and agreements contained in the Revolving Loan Agreement secured hereby are expressly incorporated herein.

IN WITNESS WHEREOF, Mortgagor(s) has (have) executed this Mortgage.

BOOK No. \_\_\_\_\_

**SECOND MORTGAGE**

FORD MOTOR CREDIT  
10735 S Cicero  
Oak Lawn, IL 60453

TWO COPIES PREPARED BY  
*H. Michaels*  
10735 S. CICERO AVE.  
OAK LAWN, IL 60453

*Roger Miles*  
Mortgagor  
*Rose Miles*  
Mortgagor

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, Jeanine Best, a Notary Public in and for said county and state, do hereby certify and acknowledge that Roger Miles and Rose Miles (MARRIED TO EACH OTHER) appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

3804733

Given under my hand and official seal, this 23rd day of June, 1989.

My commission expires COMM. Exp. 11-13-89

CLG 81(12) JEL Jan 88

*3804733*  
*3804733*

3804733

Submitted by 3804733  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Delivered to \_\_\_\_\_  
Notary Public

*Jeanine Best*  
Notary Public  
Folio 10735 S. Cicero  
Oak Lawn, IL 60453