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Permanent Real Estate Index Number 06-60-119-032 0 3 0 1 1 2 2 4

TOWNSHIP WITH all the improvements now or hereafter erected on the property, and all easements, rights appurtenant, rents, royalties, minerals, 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 the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

BORROWER COVENANTS the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that the 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 the Bank's interest in the property.

COVENANTS. Borrower covenants and agrees 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 Note, together with any fees or charges provided in the Note.

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

3. **Charges.** Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain 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 the Lender's interest in the Property (the "First Mortgage"), if any. Upon Lender's request, Borrower shall promptly furnish to Lender receipts evidencing payments of amounts due under this paragraph. Borrower shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; 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 the Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **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 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 total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereon shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts for 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 excess, if any, paid to the 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 the 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 dates of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by the Bank, 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 the Bank 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 bylaws 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 all of its amend and supplement to this Mortgage as if the rider were a part hereof.

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William Anderson
Raymond Hardy
4 Cash
474 Belmont St
Albany, N. Y. 12212

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Lot One Hundred Forty Five (145) and the Southernly four (4) feet of Lot One Hundred Forty Four (144) in the Fourth Addition to Blackhawk Manor, being a re-subdivision of all that part of the Third Addition to Blackhawk Manor, lying North of the North line of Elm Avenue, except the Northernly Sixty (60) feet thereof and also excepting that part lying Westerly of the East Seventeen (17) feet of Lot Four Hundred Twenty Two (422) and all of Lots Four Hundred Twenty Three (423) and Four Hundred Twenty Four (424), in Section Six (6), Township Forty One (41) North, Range Nine (9) East of the Third Principal Meridian, according to plat of said Fourth Addition to Blackhawk Manor registered in the Office of the Registrar of Titles of Cook County, Illinois on October 6, 1959 as Document Number 1889895.

Now, Therefore to secure to Lender the repayment of the Credit Loan, 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 the Borrower herein contained, Borrower does hereby mortgage, grant, warrant, and convey to Lender the property located in the County of Cook, State of Illinois, which has a tract address of 1313 Blackhawk Drive, Elgin, IL, 60120

When Borrower has done and a Promissory Note and Lien of Credit Agreement (the "Note") dated March 20, 1989, pursuant to which Borrower may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 37,000.00 (the "Credit Loan"), the interest thereon, which interest is payable at the rate and at times provided for in the Note. All amounts borrowed under the Note plus interest thereon are due and payable five years after the date of this Mortgage.

This Home Equity Line of Credit is made this 20th day of March, 1989, between the Mortgagee, JAMES J. BRIDLE and GLORIA J. BRIDLE, * (herein "Borrower"), and the Mortgagee, THE ELGIN STATE BANK, an Illinois banking corporation, with its main banking office at 500 Dupee Avenue, Elgin, Illinois 60120 (herein "Lender"). Married to each other as joint tenants with rights of Survivorship.

MORTGAGE

3811228

Sandra Monteith
THE ELGIN STATE BANK
500 Dupee Ave.
Elgin, IL, 60120

This document prepared by:

NOTE ID

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16. Transfer of the Property. The transfer of the property, including any part thereof, shall be subject to the terms and conditions of this mortgage and shall be subject to the approval of the lender.

15. Borrower's Copy. Borrower shall be furnished a certified copy of the Note and of this Mortgage at the time of execution or after reconsecration hereof.

14. 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 like conflicts with applicable laws, such conflict shall of the Mortgage and the Note are declared to be severable; provided that the Lender may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

13. 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 address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender may be given by certified mail, return receipt requested, to Lender's address listed 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.

12. Registration Affecting Lender's Rights. If enactment 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 in paragraph 19.

11. Documents and Assignments. Board of Lenders and Assignments. All documents and assignments of Borrower shall be subject to the provisions hereof. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be read to interpret or define the provisions hereof.

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

9. Borrower Not Released. No extension of the time for payment or satisfaction of any other terms of the Agreement or this Mortgage granted by Lender to any successor in interest in the Property shall 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 return to several times for payment or otherwise modify by reason of any demand made by the original Borrower and Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any with application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

8. Cancellation. 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 the conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the satisfaction of the Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, that portion of the proceeds of the award with a multiplier equal to the total of Loans and other amounts secured immediately before the taking, and a multiplier equal to the value of the Property immediately before the taking, shall be applied to the sum secured by this Mortgage, and the excess paid to the Borrower.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

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 that materially affects Lender's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, bankruptcy, code enforcement or any other action or proceeding, Lender may take such action as is necessary to protect Lender'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 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 Lender's demand and shall bear interest 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.

5. Borrower's Obligations. Borrower shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

4. Cancellation. 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 the conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the satisfaction of the Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, that portion of the proceeds of the award with a multiplier equal to the total of Loans and other amounts secured immediately before the taking, and a multiplier equal to the value of the Property immediately before the taking, shall be applied to the sum secured by this Mortgage, and the excess paid to the Borrower.

3. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

2. Borrower's Obligations. Borrower shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

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Handwritten notes and signatures at the bottom of the page.

17. **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 Lender, or otherwise, in any sum, with five (5) years from the date hereof, to the same extent as if such future advances were made at the option 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 (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 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 taxes and assessments levied on the Property given priority by law.

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower 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, Lender at Lender'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. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and cost of documentary evidence, abstracts, and title report.

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.

19. **Assignment of Rents, Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, 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 bonds and reasonable Attorney's 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.

20. **Release.** Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation of the release, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

22. **Notwithstanding anything to the contrary in section 18 of this Mortgage or in the Note,** Lender shall notify the Borrower at least 30 days prior to instituting any action leading to repossession or foreclosure (except in the case of the Borrower's abandonment of the Property or other extreme circumstances).

23. This Mortgage shall secure all and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor or any Co-Maker, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower
James T. McBride
James T. McBride
Gloria J. McBride
Borrower Gloria J. McBride

State of Illinois Kane }
County of _____ } ss

I, _____, a Notary Public in and for said county and state, do hereby certify that James T. McBride and Gloria J. McBride personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, 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.

Given under my hand and official seal, this 20th day of March, 1989.

My commission expires March 28, 1992 Saxena K. Nanda
NOTARY PUBLIC

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