

# UNOFFICIAL COPY

3947422

Account No. 115-259581

This instrument was prepared by:  
MAIL TO THE LAW OFFICES OF:  
STETT, KLEIN & DADAY

1608 COLONIAL PARKWAY  
INVERNESS, IL 60067  
(Address)

## MORTGAGE

HIS WIFE, AS JOINT TENANTS.

THIS MORTGAGE is made this 26th day of FEBRUARY, 1991, between the Mortgagor, WILLIAM J. ELLENBERG & MARIANNE ELLENBERG (herein "Borrower"), whose address is 420 SOUTH PARK, WHEELING, IL 60090 and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is CONS - 14, CHARLOTTE, NC 28288 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$11,500.00, which indebtedness is evidenced by Borrower's note dated FEBRUARY 26, 1991 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on APRIL 15, 1998;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, 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 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 13 IN BLOCK 11 IN MEADOWBROOK UNIT NO. 3, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 23, 1958, AS DOCUMENT NO. 1200036, IN COOK COUNTY, ILLINOIS.

which has the address of 420 SOUTH PARK, WHEELING, IL 60090  
(Street) (City) (State) (Zip Code)

(herein "Property Address") and Permanent Parcel Number 03 12 115 010;

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

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed 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.

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**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

**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 to interest due on the Note, second to the principal due on the Note, and then to other charges, if any, due on the Note.

**3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**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.

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 insurance policies and renewals thereof 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. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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.

**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.

**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, then Lender, at Lender's option, upon notice to Borrower, may make such apparatuses, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, 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 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 subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

22121532

**HOME IMPROVEMENT CONSTRUCTION LOAN MORTGAGE RIDER**

FUEHC Account No. 115-239381

THIS HOME IMPROVEMENT CONSTRUCTION MORTGAGE RIDER (the "Rider") is made this 27th day of FEBRUARY, 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Security Deed or Deed to Secure Debt (the "Security Instrument") of even date herewith granted by the undersigned ("Borrower") to First Union Home Equity Corporation ("Lender") and covering the Property described in the Security Instrument and located at:

420 SOUTH PARK, WILMINGTON, DE 19801

(Property Address)

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree to the following additional terms, conditions and covenants:

**Variable Rate:**  If checked this is a variable rate loan. The Security Instrument secures a Note of even date herewith executed by Borrower and delivered to Lender, which provides for changes in the rate of interest as more particularly described in the Note.

**Advances/Maturity Date.** The second paragraph on page one of the Security Instrument shall read as follows:

WHEREAS, Lender has agreed to loan to Borrower a principal sum not to exceed THIRTY THOUSAND THREE HUNDRED AND 00/100 Dollars (\$30,300.00), which loan is evidenced by Borrower's Note and extensions and renewals thereof, and which principal sum shall be advanced from time to time in accordance with the terms of the Home Improvement Construction Loan Agreement of even date herewith between Lender and Borrower. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on APRIL 15TH 1998.

**Home Improvements.** The Security Instrument shall secure the performance of Borrower's obligations under the Home Improvement Construction Loan Agreement and the Note. Borrower shall perform all of Borrower's obligations under the Home Improvement Agreements, as defined in the Home Improvement Construction Loan Agreement. Borrower has executed and delivered to Lender an assignment for security of Borrower's rights under the Home Improvement Agreements and any permits related thereto. Borrower shall remain liable for the full payment of principal and interest on the Note notwithstanding that any party to a Home Improvement Agreement may be in default thereunder. In addition to the inspection rights specified in paragraph 8 of the Security Instrument, Lender shall be entitled to make or cause to be made reasonable entries upon and inspections of the Property in connection with and as a condition to making any advance under the Home Improvement Construction Loan Agreement, as provided therein.

**Obligation for Advances.** Lender is obligated under the terms of the Home Improvement Construction Loan Agreement, upon the satisfaction of specified conditions, to make advances not to exceed, in the aggregate, the amount set forth herein and Borrower has agreed to repay any advances under the terms of the Note. Lender's obligation to make advances to Borrower under the Home Improvement Construction Loan Agreement upon the satisfaction of specified conditions ends when an event occurs which Lender declares to be an event of default under the Home Improvement Construction Loan Agreement, the Note or the Security Instrument. Nevertheless, Lender may waive the right to declare any event of default. If Lender does not declare an event of default, Lender remains obligated to make advances to Borrower under the terms of the Home Improvement Construction Loan Agreement upon the satisfaction of specified conditions. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time. Lender's obligation to make loans will stop at the time Lender declares an event of default, even if Lender has not notified Borrower of the declaration.

**Remedies Upon Borrower's Default.** In addition to the events upon which Lender may declare Borrower in default under the Security Instrument, Lender may declare Borrower in default under the Security Instrument if any of the following events occurs: (a) if Borrower fails to make payments of principal or interest on the date or falls to comply with the other terms and conditions of the Home Improvement Construction Loan Agreement, the Note or the Security Instrument; (b) if Borrower dies or becomes insolvent; (c) if a petition is filed or other proceedings are started by or against Borrower under the Federal Bankruptcy Code or any state insolvency

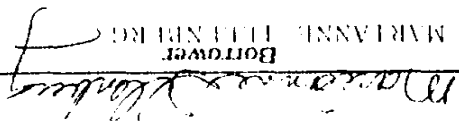
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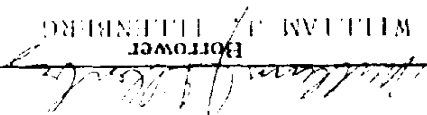
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Property of Cook County Clerk's Office

  
 MARIANNE ELLENBERG  
 Borrower

  
 WILLIAM J. ELLENBERG  
 Borrower

By signing below, Borrower accepts and agrees to the terms and conditions contained in this Rider.

(d) If a receiver is appointed or a will or order of attachment, levy or garnishment is issued against Borrower or Borrower's property, assets or income; (e) If Borrower permits any other lender to gain or appear to gain priority over Lender, except whatever first mortgage is outstanding on the Property at the time of recording Lender's Security Instrument; (f) If the Property is condemned or subject to eminent domain proceedings, or is totally or partially destroyed by fire or other hazards or any proceeding is commenced which materially affects Lender's interest in the Property; (g) If the secured note for any prior mortgage or lien on the Property is in default; (h) If Borrower allows the collateral to deteriorate or ceases to occupy the Property as Borrower's principal residence; (i) If Borrower misrepresents any information in the loan application for a home improvement loan or if there is any material adverse change in Borrower's financial condition from the date of the application; (j) If Borrower has failed to disclose any environmental condition or hazard which adversely affects the Property; or (k) If the improvements are not substantially completed by APRIL FIFTH, 1991.

Upon the declaration of an event of a default, Lender's obligation to make further advances under the Home Improvement Construction Loan Agreement shall terminate and Lender, at Lender's option, upon providing Borrower with such notices as are required by law, may declare all the sums secured by the Security Instrument to be immediately due and payable, and may invoke the remedies provided in the Security Instrument. However, this option will not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.



**9. Borrower Not Released: Forbearance By Lender Not a Waiver.** The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

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.

**10. 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 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note: (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 on the Note 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 with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**11. Notice.** Except for any notice required under applicable law to be given in another manner, (i) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class 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.

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

**13. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note, this Mortgage and Riders) at the time of execution or after recordation hereof.

**14. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement, which Borrower enters 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.

**15. Transfer of the Property or a Beneficial Interest in Borrower, Assumption.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

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 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

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**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**16. 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 under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice 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 attorneys' fees and costs of documentary evidence, abstracts and title reports.

**17. 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 16 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 16 hereof or abandonment of the Property and at any time prior to 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 shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to received fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

**18. Loan Charges.** 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 permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

**19. Legislation.** If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.


**20. Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.

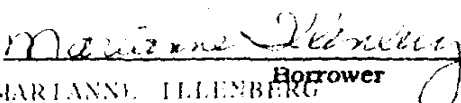
**21. Waiver of Homestead.** Borrower hereby waives all rights of homestead exemption in the Property.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's expense set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

  
\_\_\_\_\_  
Borrower  
WILLIAM J. ILLENBERG

  
\_\_\_\_\_  
Borrower  
MARIANNE ILLENBERG

39-17-100

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STATE OF Illinois COOK County ss:

I, the Undersigned, a Notary Public in and for His wife said County and State, do hereby certify that William J. Finkbeiner + Marianne Finkbeiner, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I 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 26<sup>th</sup> day of February, 1991.

Michael Aretos

Notary Public

My Commission Expires:

10-2-94



Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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3947422

REGISTERED

REGISTRATION

Address \_\_\_\_\_  
 Donee \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_

EQUITY TITLE COMPANY  
 100 NORTH LA SALLE STREET  
 SUITE 2105  
 CHICAGO, ILLINOIS 60602