

3953951

This document prepared by:
Catherine M. Bandelow
Personal Banking Representative
The Elgin State Bank
500 Dundee Ave.
Elgin, IL. 60120

MORTGAGE

This Home Equity Line Of Credit is made this 18th day of March, 1991, between the Mortgagor, William E. Miller, widower (herein "Borrower"), and the Mortgagee, THE ELGIN STATE BANK, an Illinois banking corporation, with its main banking office at 500 Dundee Avenue, Elgin, Illinois 60120 (herein, "Lender").

WHEREAS, Borrower has entered into a Promissory Note and Line of Credit Agreement (the "Note") dated March 18, 1991, pursuant to which Borrower may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 30,000.00 (the "Credit Limit"), plus 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;

Now, THEREFORE to secure to Lender the repayment of the Credit Limit, 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 street address of 1361 Blackhawk Dr., Elgin, IL. 60120

(herein "Property Address") legally described as:

Lot one hundred thirty seven (137) in Fourth Addition to Blackhawk Manor, being a subdivision of all that part of the Third Addition to Blackhawk Manor lying North of the North line of Elma Avenue, except the Northerly sixty (60.0) feet thereof and also excepting that part lying Westerly of the East seventeen (17.0) 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 fourty 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.

NOTE IDENTIFIED

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IN DUPLICATE

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and keep the Property in good repair and shall not allow any...
Preservation and Maintenance of Property...
and interest and supplied the covenants and agreements of this Mortgage as if the rider were a part hereof.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds...
The due date of the payments due under the Agreement or change the amount of such payments...
of the sums secured by this Mortgage immediately prior to the date of acquisition.

Property damaged, provided such restoration or repair is economically feasible...
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied...
apply the insurance proceeds at the Lender's option either for restoration or repair of the Property or to the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender...
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender...
not made promptly by Borrower.

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...
covered that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

3. Charges. Lender, Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions...
and all payments due under any mortgage disclosed by the title insurance policy insuring the Lender's interest in the Property...
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 and 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.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under this Mortgage...
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.

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 and charges provided in the Note.
COVENANTS. Borrower covenants and agrees as follows:
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, decisions, 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:
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, decisions, 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:
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, decisions, easements, or restrictions listed in a schedule of exceptions to coverage, in any title insurance policy insuring the Bank's interest in the property.

ELLEN STATE BANK
500 DUNDAS AVE
ELLEN IL 60120

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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, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option upon notice to Borrower, may make such appearances, disburse such sums and 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 amounts 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.

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 therefore 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 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 sums secured by this Mortgage, with the excess, if any, paid to the Borrower. In the event of a partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to the Borrower.

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condemner has offered to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at 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 date of the amount due under the Agreement or change the amount of such payments.

9. **Borrower Not Released.** No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of the Borrower 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 refuse to extend time for payment or otherwise modify by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance 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 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.

11. **Successors and Assigns Bound; Joint and Several Liability; Captions.** 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. **Legislation 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.

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 shall be given by certified mail, return receipt requested, 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.

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 Note 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.

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

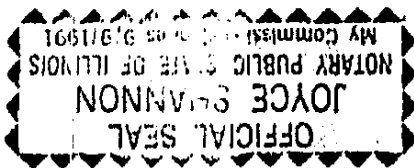
16. **Transfer of the Property; Assumption.** To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in the Property in any trust holding title to the Property, is sold or transferred by borrower without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

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, 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 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

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8FC FORMS SERVICE, INC.



NOTARY PUBLIC

My commission expires

Given under my hand and official seal, this 18th day of March, 1991

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that William E. Miller 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 the same to be his free and voluntary act, for the uses and purposes therein set forth.

State of Illinois }
County of Kane }
SS

Borrower William E. Miller
Borrower

William E. Miller
In Witness Whereof, Borrower has executed this Mortgage.

23. This Mortgage shall secure any 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 changes 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-Mortgagor, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

22. Notwithstanding anything to the contrary in section 18 of this Mortgage or in the Note, the 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 circumstances).

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

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, actually received.

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.

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. 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 the 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, abstract, and title report.

Interest on such disbursements (all such disbursements being hereinafter referred to as the maximum amount secured hereby) shall be paid in full at the time of the maturity of the loan 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.

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