

UNOFFICIAL COPY



FORM 4084

Page 340

Subscribed and sworn to me this

day of April, 1991

S+H

Affiant further states that affidavit makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of Title free and clear of possible United States Tax Lien.

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYEE	ADDRESS (STREET NO.)	CITY	STATE
<u>10/11/88</u>	<u>11/1/88</u>	<u>Housewife</u>	<u>Sue E. House</u>	<u>9840 S Cicero</u>	<u>Orland Park</u>	<u>IL</u>

Affiant further states that during the last 10 years, affiant has had the following occupation and business addresses and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
			<u>27</u>	<u>Illinois</u>

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that _____ and that there are no United States Tax Lien against _____

Affiant further states that _____ Social Security number is 354 42 0570 and that there

County & state _____

City _____

Date of decree _____

4. divorced from _____

Sold marriage having taken place on Aug 15, 1981

3. married to Evelyn E. House

2. the widow(er) of _____

1. has never been married

I, 36 years of age and being duly sworn, upon oath states that _____

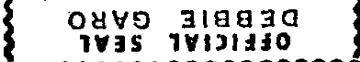
Diana House

County of Cook } ss.

(PLEASE PRINT OR TYPE)

FEDERAL TAX LIEN AFFIDAVIT

UNOFFICIAL COPY



FORM 4094 840

Subscribed and sworn to me this

day of April 1991

J. DeLoach

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois, to issue his Torrens Certificate of title free and clear of possible United States Tax Lien.

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYEE
11/1/80	Present	Administrator	-

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
11/1/80	Present	5400 S. 5th	Waukegan	IL

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that social security number is 332-48-2440 and that there are no United States Tax Lien against [redacted] and that there

county & state [redacted]

case [redacted]

date of decree [redacted]

4. divorced from [redacted]

August 19, 1978

[redacted]

solid marriage having taken place on [redacted]

3. married to JAMES M. ALEXANDER

1. has never been married

2. the widow(er) of [redacted]

is 35 years of age and

being duly sworn, upon oath states that [redacted]

all [redacted]

State of Illinois } 35. County of Cook }

(PLEASE PRINT OR TYPE)

FEDERAL TAX LIEN AFFIDAVIT

LaSalle Northwest National Bank

UNOFFICIAL COPY

3955341

EQUITY LINE OF CREDIT MORTGAGE

This Equity Line of Credit Mortgage is made this 5th day of April, 1991, between the Mortgagor,JAMES M. ARNOLD AND ELLEN ARNOLD, HIS WIFE

association whose address is 4747 West Irving Park Road, Chicago, Illinois 60641 (herein "Lender").

Whereas, Borrower and Lender have entered into an Equity Line of Credit Agreement (the "Agreement") dated April 5th, 1991, pursuant to which Borrower may from time to time borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed\$30,000.00 plus interest. Borrowings under the Agreement will take the form of revolving credit loans as described in paragraph 16 below ("Loans"). Interest on the Loans borrowed pursuant to the Agreement is payable at the rate or rates and at the times provided for in the Agreement. Unless otherwise agreed in writing by Lender and Borrower, all revolving loans outstanding under the Agreement on or after April 5th,1991, together with interest thereon, may be declared due and payable on demand. In any event, all Loans borrowed under the Agreement plus interest thereon must be repaid by APRIL 10th, 1996.1996 (the "Final Maturity Date").

To Secure to Lender the repayment of the Loans made pursuant to the Agreement, 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 contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

COOK

State of Illinois

Lot 1 (Except the South 37 Feet thereof) in Block 46 in Forest Hills of Western Springs, Cook County, Illinois, a Subdivision by Henry Einfeldt and George L. Bruckert of the East 1/2 of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian and that part of Blocks 12, 13, 14 and 15 in "The Highlands" being a Subdivision of the North West 1/4 of the West 800 Feet of the North 144 Feet of the South West 1/4 of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, lying East of a Line 33 Feet West of and parallel with the East Line of said North West 1/4 of said Section 7, in Cook County, Illinois

PERMANENT TAX NO. 18 07 421 023

5402 GRAND AVENUE, WESTERN SPRINGS, ILLINOIS 60558

which has the address of _____ (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, all of which, including replacements and additions thereto, 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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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 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 Lender's interest in the Property.

Covenants. Borrower and Lender covenant and agree as follows.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of an interest on the Loans made pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

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

3. Charges; Liens. 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, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the bona fide mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, 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 Lender or shall in good faith contest such lien by or defend enforcement of such lien in legal proceedings which 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 in a good condition against loss by fire, hazards included with 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 sums secured by this Mortgage and any other mortgage on the Property.

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 premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of 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 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 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement, or change the amount of such payment. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender 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 and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

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, including, but not limited to any proceeding brought 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 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 notice from Lender to Borrower requesting payment thereof 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 Lender to incur any expense or take any action hereunder.

NOTE IDENTIFIED
AFFIDAVIT OF NO U.S. TAX LIEN ATTACHED!

1455341

UNOFFICIAL COPY

7. **Inspection.** Lender may make reasonable inspection of the Property at any time and for any reason provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor dated by Lender's interest in the Property.

8. **Consequential Damages.** The Lender may claim consequential damages, including attorney's fees, resulting from any damage to the Property or other damage to the Borrower in respect of the non-delivery of possession of the Property or any other damage to the Borrower arising out of the non-delivery of possession of the Property. Such damages shall be apportioned to the Borrower on the basis of any portion of the principal amount of the Note which has accrued to the date of the non-delivery of possession to Lender plus 30 days after the date such notice is given if Lender is authorized to do so by the original Note. The amount of such damages shall be determined by the original Note and the original Note shall be the sole basis for determining the amount of such payment.

9. **Non-Release.** Extension of the time for payment or modification of any other term of the Agreement or the Mortgage or any other document or instrument executed by Borrower shall not operate to release in any manner the liability of the original Borrower or his/her successors or assigns or to release the original Borrower from any commitment or proceedings against such successors or refuse to extend time for payment or otherwise modify any term of the original agreement or to forgive any portion 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 or the Mortgage or any other document or instrument executed by Borrower shall not be a waiver of or preclude the exercise of any such right or remedy. The provision of forbearance or extension of time for payment shall not affect the rights of Lender to Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by the Mortgage.

11. **Remedies Cumulative.** All remedies provided in the Mortgage are distinct and cumulative to any other right or remedy by Lender or Borrower under the law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Capitols.** The covenants, conditions and agreements contained in the Mortgage and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of the Agreement. The 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. The term interest as used herein shall mean and include all finance charges under the Agreement.

13. **Notice.** Except to the notice required under applicable law to be given in another manner, (i) any notice to Borrower with respect to the Mortgage or the Agreement may be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate in writing to Lender as provided herein; and (ii) any notice to Lender shall be given by certified mail or return receipt requested to the last known address of Lender as Lender may designate by notice to Borrower as provided herein. Any notice provided for in the Mortgage shall be deemed to have been given to Borrower or Lender when given to the manner designated herein.

14. **Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Illinois. In the event that portions of this Mortgage or the Agreement conflict with applicable law, such conflict shall be cured after further provisions of this Mortgage or the Agreement which do not conflict with such law, and to the extent the provisions of this Mortgage and the Agreement are declared to be severable.

15. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and of the Mortgage at the time of closing and at any time thereafter upon request.

16. **Revolving Credit Loan.** The Mortgage is given to secure a revolving credit loan and shall secure not only the property described in the Agreement but also future advances, whether such advances are of Lender or to be made at the option of the holder of the Mortgage, which advances from the date first set forth in the original note or any new advances were made on the date of the execution of this Mortgage and thereafter may be made at the time of acceleration of this Mortgage and although there may be one or more debtors, secured hereby, the obligation of each debtor to pay the sum of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances from the time of the original note or any new advances until paid in full at the office of the county in which the Property is located. The total amount of indebtedness secured hereby may not exceed the amount of the unpaid balance 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 a maximum principal amount of \$30,000.00, plus interest and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursed amounts at the rate being hereinafter referred to as the "maximum amount secured hereby". This Mortgage shall be valid and have priority over all other liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

17. **Termination and Acceleration.** Lender at its option may terminate the availability of loans on the Agreement or cancel all or any part of the loan to Lender under the Agreement to be immediately due and payable, and enforce its rights under this Mortgage or Borrower fails to make any payment under the Agreement and secured by this Mortgage, (i) Borrower acts or fails to act in a way that adversely affects any of the interests of Lender in the property so secured by this Mortgage, (ii) any right of the Lender in the Property or other security of the Mortgage, or (iii) any right of the Lender in the property so secured by this Mortgage, (iv) any application or statement furnished by Borrower to the Lender is found to be materially false. The Lender's security shall be presumed to be adversely affected if (a) all or any part of the Property or an interest therein is sold, transferred, or encumbered by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage, (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement if it becomes necessary to foreclose this Mortgage by judicial proceeding.

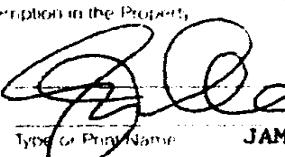
18. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder Borrower may by assignment to Lender the rents of the Property provided that Borrower shall prior to acceleration under paragraph 19, hold a abandonment of the Property, Lender may collect such rents and retain such rents as they become due and payable.

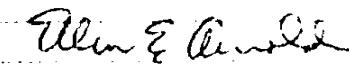
Upon acceleration under paragraph 19, benefit or abandonment of the Property, and at any time thereafter, the extension of a power of sale by Lender, or a judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon and take possession of the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver or the judicially appointed receiver shall be applied to the payment of the Property and collection of rents including, but not limited to receiver's fees, premiums on receivership, expenses of judicial sale, costs of advertising, attorney's fees, and other expenses of Lender in connection with the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release the Mortgage to Borrower. Lender shall pay all costs of recording, if any.

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

In Witness Whereof, Borrower has executed this Mortgage.


Type or Print Name: JAMES M. ARNOLD


Type or Print Name: ELLEN ARNOLD

State of Illinois
County of COOK }
} ss

Debbie Garo

James M. Arnold and Ellen Arnold, his wife

be the same person(s) are subscribed to the foregoing instrument, appeared before me this day of April, 1991, and I do witness that they, signed and delivered the said instrument as their free and voluntary act, for the uses and purposes intended.

Given under my hand and notarial seal, this 5th Day of April, 1991.

I Seal
My Commission Expires:

OFFICIAL SEAL
DEBBIE GARO
Notary Public, State of Illinois
My Commission Expires 8/17/92


Notary Public

This Instrument Prepared By DELIA NIMIETZ, MORTGAGE LOAN OFFICER

LaSalle Northwest National Bank
4747 West Irving Park Road
Chicago, Illinois 60641