Doc#: 0325110006

Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 09/08/2003 01:36 PM Pg: 1 of 4

"THIS IS A FUTURE ADVANCE MORTGAGE" HOME EQUITY LINE OF CREDIT MORTGAGE

THIS MORTGAGE, Made 06-19-2003	; Between SHIRLEY PARSONS, A MARRIED WOMAN
	, hereinafter referred to as,
"THE MORTGAGOR," whose address is 1140	0 S FORREST VILLE
CHICAGO IL 60628	, and BESTSOURCE CREDIT UNION, a Michigan corporation, whose
address is 269 N. Telegraph, Waterford, M	
hereinafter referred to as "THE MORTGAGEF	

PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN LYING NORTH OF THE INDIAN BOUNDARY LINE DESCRIBED AS FOLLOW: COMMENCING AT A POINT OF INTERSECTION OF THE FOUTH LINE OF EAST 114TH ST. WITH THE WEST LINE OF MORSE AVENUE THENCE SOUTH ALONG THE WEST LINE OF MORSE AVENUE FIFTY FEET THENCE WEST ON A LINE PARALLEL TO SAID SOUTH LINE OF EAST 114TH STREET 125 FEET THENCE NORTH ON A LINE PARALLEL TO SAID WEST LINE OF MORSE AVENUE 50 FEET TO THE SAID SOUTH LINE OF EAST 114TH ST. THENCE EAST ALONG THE LAST DESCRIBED LINE TO THE POINT OF DEGINNING IN COOK COUNTY, ILLINOIS

Parcel Identification No: 25 22 224 005 000

Commonly Known As: 11400 SOUTH FORRESTVILLE

including any part of any street or alley adjacent to said premises, vacated space or to be vacated, together with all and singular the buildings, hereditaments appurtenances, privileges, rights and water rights, including (but not excluding any other fixtures which would ordinarily be construed as part of the realty), any and all storm sash, storm doors, storm vestibules, wire screens, wire doors, window shades, awnings, mantels and connection iron or woodwork, grates, gas and electric fixtures, bathtubs, laundry and bathroom fixtures, oil burner and equipment, coal stoker, plumbing equipment, linoleum, furnaces, hot water heaters, incinerators, ventilators and all steam or hot water radiators and registers and the piping connected

0325110006 Page: 2 of 4

UNOFFICIAL COPY

or used as a part of the building or buildings upon said premises at the time of the execution of this mortgage, or hereafter erected thereon, or which may be attached to said building or buildings or used as a part thereof any time during the term of this mortgage, all are hereby deemed to be a part of this realty and secured by this mortgage, including as well as apparatus and fixtures of every description for watering, heating, ventilating and screening said premises and the rents, income and profits thereof there unto belonging or in anywise appertaining to secure the performance of the covenants hereinafter contained and the principle sum of **FORTY FIVE THOUSAND DOLLARS AND 00/100**

Dollars (\$ 45,000.00), together with interest at the rate or rates from the date hereof upon the unpaid principal until fully paid, payable according to the terms of a certain promissory mortgage note entitled Home Equity Line of Credit Note and Agreement bearing even date herewith, executed and delivered by said Mortgagor to said Mortgagee to secure present and future advances to or on behalf of Mortgagor made from time to time under the Home Equity Line of Credit Agreement, to be paid in full as specified therein. Mortgagee is obligated to disburse to Mortgagor the full amount indicated above, exclusive of interest, pursuant to the said Agreement and loan program. Further, this Mortgage shall remain in full force and effect during the entire term of the said Home Equity Line of Credit Agreement, and any renewal thereof, whether or not the Mortgagor may, from time to time, have no outstanding principal amounts due thereunder. Under the initial Agreement, no further principal advances will be made pursuant to the said Home Equity Line of Credit Agreement to the Mortgagor after 06-20-2013 and the entire balance due hereunder shall be payable in full no later than 06-20-2013

And the Mortgagor covenants with the Mortgagee, while this Mortgage remains in force, as follows:

- 1. To pay said indebtedness and the interest thereon in the time and in the manner provided by the terms of the said Note.
- 2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against said premises, within 30 days after the same shall become due and payable, and also to pay when due and payable any taxes upon the interest or estate in said lands created or represented by this Mortgage, or by said indebtedness, whether levied against said Mortgagor or otherwise; and to immediately pay off any lien having or which may have precedence over this Mortgage, except as herein stated, and to keep all the improvements erected and to be erected on said premises continually intact and in good order and repair, and to promptly pay for all repairs and improvements, and to commit or suffer no waste of said premises, and to permit or suffer no unlawful use thereof.
- 3. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by the Mortgagee with the premiums therefor paid in full.
- 4. And it is hereby stipulated and agreed by and between the parties hereto, that if default shall be made in the payment of taxes, water rates, liens, insurance or other charges upon said premises, or any part thereof, the Mortgagee, may, at its option, make payment thereof, and the amounts so paid, with interest thereon at the same rate as provided for the principal indebtedness from the date of such payment, shall be impressed as an additional lien on said premises, and shall be added to and become part of the indebtedness

secured hereby, and shall become impediately due and payable, and that in case of the payment of taxes, assessments water rates, liens, insurance or other charges upon said premises by the Mortgagee, as hereinbefore provided, the receipt or receipts of the proper officer or person for such payment in the hands of the Mortgagee shall be conclusive evidence of the validity and amount of items so paid by the Mortgagee.

- 5. And it is hereby stipulated agreed by and between the parties hereto that if default shall be made in the payments of said principal sum or interest or any other sum secured hereby, or any part hereof, or in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants and agreements herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible, if the Mortgagee so elects, and without notice of such election.
- 6. That, in the event of the passage of any law or regulation, State, Federal or Municipal subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the Mortgagee.
- 7. That, in the event the ownership of the mortgaged premises fully described above, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with rescrence to this Mortgage, and the debt hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or upon the debt hereby secured.
- 8. That power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, assessments, water rates, liens or insurance premiums, any part thereof at the time and in the manner herein agreed, to grant, bargain, sell, release and convey the premises, with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to a decree in chancery for the foreclosure hereof may, at the option of the Mortgagee, be made en mass.
- 9. That in the event the Mortgagors fail to pay any installments of principal or interest on any prior mortgage when the same becomes due, the Mortgagee herein may, at its option, pay the same, and the Mortgagors, on demand, will repay the amount paid with interest thereon at the maximum legal rate; and, the same shall be added to the Mortgage indebtedness and be secured by this Mortgage.
- 10. That in the event that Mortgagee herein exercises the right granted to it in Paragraph 8 herein to grant, bargain, sell, release or convey said premises pursuant to a public auction, the Mortgagee shall have the right to bid at said public auction. Purchase of the property pursuant to such a bid shall not extinguish any other amounts owed by the Mortgagor to the Mortgagee.
- 11. That, notwithstanding the foregoing, the Mortgagor shall not assign this Mortgage, or allow it to be assumed by another. If such assignment or assumption is attempted, the entire balance of principal and interest owing shall become immediately due and payable.

The covenants hereit half book and the tene its and advantages inure to the respective heirs, assigns and successors of the parties.

SIGNED by the Mortgagor the day and the year first above written.

Signed in the presence of:	
	X Shrier James
	• SMIRLEY PARSONS
	· Verse
STATE OF ILLINOIS	COUNTY OF (1/2)
On this <u>06-19-2003</u> before me	, the subscriber, a Notary Public in and for said county
SHIRLEY PARSONS, A MAIRIED	WOMAN
personally appeared	
•	
known to me to be the person(s) described in and wh	no executed the within Mortgage, and then acknowledged
the execution thereof to be <u>HER</u> , free act a	and deed.
	C/O/T/
	7,6
autornetien metr	My Commission expires: 10/19/04
Notary Public	

Drafted by:
MARY L. BURGNER, CLA
RANDALL L. HARBOUR (P 25779)
RAYMOND & DILLON, P.C.
400 Renaissance Center, Ste. 2250
Detroit, MI 48243-1602
(313) 259-7700

THE WAS

OFFICIAL SEAL
ANTOINETTE M MOTON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/19/04

When Recorded Return to: KEN EHART BESTSOURCE CREDIT UNION 269 N. Telegraph Waterford, MI 48328