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| | BAXTER CREDIT UNION 400 N LAKEVIEW PARKWAY | ###################################### |
|----|---|---|
| | When recorded mail to: FIRST AMERICAN ELS, INC. 1228 EUCLID AVENUE, SUITE 400 CLEVELAND, OHIO 44115 ATTN: FACT DEPARTMENT | Doc#: 0430915181 Eugene "Gene" Moore Fee: \$36.50 Cook County Recorder of Deeds Date: 11/04/2004 02:17 PM Pg: 1 of 7 |
| | —————————————————————————————————————— | Space Above This Line For Recording Data |
| 1. | (With Future | Advance Clause) ity Instrument) is |
| | LENDER: BCU BAXTER CREDIT UNION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STA 400 N LAKEVIEW PARKWAY VERNON HILLS, IL 60061 | TE SF II LINOIS |
| 2. | CONVEYANCE. For good and valuable consideration, secure the Secured Debt (defined below) and Mortgagor's bargains, sells, conveys, mortgages and warrants to Lender to SEE ATTACHED EXHIBIT A | the receipt and sufficiency of which is acknowledged, and to performance under this Security Instrument, Mortgagor grants, the following described property: |
| | The property is located in | at 2223 CHERRY LANE |
| | (Address) | (City) (ZIP Code) |
| | Together with all rights, easements, appurtenances, royal rights, ditches, and water stock and all existing and future now, or at any time in the future, be part of the real estate de | ties, mineral rights, oil and gas rights, all water and riparian improvements, structures, fixtures, and replacements that may scribed above (all referred to as "Property"). |
| 3. | A. Debt incurred under the terms of all promissory note below and all their extensions, renewals, modification secured and include the final maturity date of such deal A NOTE BEARING THE SAME DATE AND TERMS. | (s), contract(s), guaranty(s) or other evidence of debt described |
| | | |

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Lander or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property is an inspection specifying a reasonable purpose for the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on

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Property Condition. Alterations and Inspection. Mortgagor will keep the Property in good condition and make all replace that are reasonably increasing. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lendon's prior written consent. Mortgagor will not be consent without Lendon's prior prior consent. Mortgagor will notify Lendon of all demands, proceedings, claims and actions against Mortgagor prior written.

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Claims. Leaves, Another Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground remainfiles, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against that would impair the lien of this Security Instrument. Mortgagor agrees to assign to the Property against that would impair the lien of this Security Instrument. Mortgagor agrees to assign to the Property against that would impair the lien of this Security Instrument. Mortgagor will defend title to assign to the Property against that the supply labor of Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or

Prior Security interests. With regard to any other mortgage, deed of treat, security agreement or other lien document that corenants. Mortgagor agrees to make all payments when due and to perform or evenity interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or eventain of, nor to request perform or eventaints. Mortgagor also agrees not to allow any modification or extension of, nor to request say future advances under any note or agreement secured by the lien document without lender's prior written approval.

grins of the Scented Debt and this Security Instrument.

Payments. Mangagor agrees that all payments under the Secure. Debt will be paid when due and in accordance with the

dees not wave I ender's right to later consider the event a breach if it happens again

MORTGACH COVENANTS, Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortagor breaches any covenant in this section. Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender additional extensions of credit limit.

referenced in paragraph A light Section).

in the graph that field the provide any accessary notice of the right of rescission with respect to any additional midebratures security interest in the Mortgagorian producing that is created by the Security Instrument (but does not waive the security interest for the debts aring that is created by the Security Instrument (but does not waive the security interest for the debts

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Property and its advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its advanced and expenses incurred by Lender under the terms of this Security

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(1.4)! other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor

Promissory note: contract guaranty, or other evidence of debt executed by Mortgagor to Lender under any promissory note; contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument, each Mortgagor agrees that this Security Instrument whether or not this Security Instrument will secure all future advances and future obligations are secured by this Security Instrument even advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security instrument. Mothing in this Security Instrument shall constitute a commitment to make on the date of this Security instrument. Any such commitment must be agreed to in a separate writing.

Additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its 'yre and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall interchiately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, the financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 5. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 6. DEFAULT. Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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EXVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42) opinions or linetyretive letters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) altarated enters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) characteristics which teader the substance dangerous or potentially dangerous to the public health, safety, welfare or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or contaminant which has environment. The substance dangerous or potentially dangerous in the public health, safety, welfare or hazardous materials. "toxic substances," hazardous waste. "hazardous substance," or "regulated substance" under any Environmental Law

EXPENSES: ADVANCES ON COVENAUTS; ATTORNEYS' FZI.S; COLLECTION COSTS. If Mortgagor breaches any covenants in this Security instrument. Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses incli de, but are not limited to, fees incurred for derivate or protecting its security interest in the Property and Lender's security interest. These expenses are payable on derivate or interest from the date of payment until paid in full at the highest rate of interest in effect as provided of the terrain or interest from the date of payment until paid in full at the highest rate of interest in effect as provided entanged and will best interest from the date of payment until paid in full at the highest rate of interest in effect as provided entanged or protecting. Lender's rights and remedies under this Security Instrument. This amount may include, but is not colored any includer in effect as provided for all the remains in effect util released by any court expression under the Bankruptery Code. This Security Instrument shall ternain in effect util released court expression under the Bankruptery Code. This Security Instrument shall ternain in effect util released and court expression under the Bankruptery Code. This Security Instrument shall ternain in effect util released.

At the option of the Londer, all or any part of the agreed fees and charges, accrued interest and principal shall become anmediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime the acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance of any existing default, law, and not constitute a waiver of Lender's right to require complete cure of any existing default, it is not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default it it happens again.

REMEDIES ON DEFAULT, in addition to any other remedy available under the terms of this Security Instrument in a manner provided by law if Mortgagor is a default. In some instances, tederal and state law will require Lender to provide Mortgagor with notice of the right to whole instances and may exhibit time schedules for foreclosure actions. Upon default, Lender shall have the right to whole indeeded and any exhibit time schedules for foreclosure actions. Upon default, Lender shall have the right without deciaring the whole indeeded any any part of the Property not sold on foreclosure.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another conderst laws and regulations

Property. Any action or loaction occurs that adversely affects the Property or Lender's rights in the Property (his Property) and leading to the following as) Mortgagor lails to maintain required insurance on the Property:

(b) Mortgagor transfers the Property (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security distribution (c) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security distribution; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security such affected. (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and the Property is security and as a security is section that adversely affected Lender's interest, or (i) a prior lienholder forecloses on the Property and as a result, i ender's interest is adversely affected.

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Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall innediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 10. ESCROW FOR TAXES AND INSUPACE. If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 11. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 12. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The cap ions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 13. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 14. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

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| ated herein, for additional Mortgagors, their signatures and | |
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| Sing Security I istrument on the date stated on page | SIGNATURES: By signing below, Morigagor agrees to the terms any attachments. Morigagor also acknowledges receipt of a copy of the |
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| | amend the terms of security Instrument. |
| checked below are incorporated into and supplement and | 18. RIDERS. The covenants and agreements of each of the riders |
| STOCKICH, AILU Applicante teuerat tavo eara featannear | extent required by the laws of the jurisdiction where the Property |
| y the laws as agreed to in the Secured Debt, except to the | 17. APPLICABLE LAW. This Security instrument is governed by |
| | xero balance, this Security Instrument will remain in effect until re |
| sjeased. 201 credit. Amnough the Secured Debt may ne reduced to a | 6. LINE OF CREDIT. The Secured Debt includes a revolving line |
| a of lowerhow an come tolist? Laurence with demodates . However, to a | |
| the state of the s | continued in this security instrument or broken made under the terms of this security instrument to broken |
| strument. Also, this limitation does not apply to advances. I ender's security and to nerform any of the covenants | other fees and charges validly made pursuant to this Security In |
| u of amount does not include interest, altorneys tees, and | Oilstimil sid[] 00 000.00 g s bywys min |
| n secured by this Security instrument at any one time shall | S. MAXIMUM OBLIGATION LIMIT. The total principal amoun |

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS:

LOT NINF (9) IN BLOCK ONE (1) IN HIGHLANDS, BEING A SUBDIVISION OF PARTS OF THE NORTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THERD PRINCIPAL AS SHOWN IN PLAT REGISTERED IN THE REGISTRAR S OFFICE ON MAY 5, 1920, AS DOCUMENT NUMBER Permanent Parcel Number:

2223 CHERRY LANE, NORTHBROOK II. C.
Loan Reference Number : 000)917011c.
First American Order No: 6179742
Identifier: ELS 113983 IN THE VILLAGE OF SHERMERVILLE, COUNTY OF COOK AND