

UNOFFICIAL COPY

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Elizabeth A. Jenkins, a widow  
1707 E. 92nd Street  
Chicago, IL 60617

This instrument was prepared by  
(Name) Lisa Maher  
(Address) 2021 Spring Rd. Oak Brook, IL

OAK BROOK BANK  
2021 Spring Rd.  
Oak Brook, IL 60521  
MORTGAGEE  
"You" means the mortgagee, its successors and assigns.

MORTGAGOR  
"I" includes each mortgagor above.

REAL ESTATE MORTGAGE: For value received, I, Elizabeth A. Jenkins, a widow, mortgage and warrant to you to secure the payment of the secured debt described below, on March 10, 1989, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1707 E. 92nd Street Chicago, Illinois 60617

LEGAL DESCRIPTION:

The West 40 Feet of the East 240 Feet of the North 125 Feet of the West 1/2 of Block 10 in Stony Island Heights being a Subdivision of part of the South West 1/4 Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 25-01-309-025

PLEASE RE-RECORD DOCUMENT TO REFLECT CORRECT DATE OF FIRST MORTGAGE IN TITLE SECTION.

AFTER RECORDING RETURN TO:  
OAK BROOK BANK  
2021 SPRING ROAD  
OAK BROOK, ILL. 60522  
ATTN: LOAN OPERATIONS

13.00

13.00

BOX 333

located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and First mortgage in the amount of \$25,000.00 dated June 3, 1970 to Hyde Park Savings and Loan Association.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated March 10, 1989 with initial annual interest rate of 12.00%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on March 10, 1994 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Fifty Thousand and no/100 Dollars \$ 50,000.00 plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial Construction

SIGNATURES:

Elizabeth A. Jenkins

ACKNOWLEDGMENT: STATE OF ILLINOIS, County ss: The foregoing instrument was acknowledged before me this 10th day of March, 1989 by Elizabeth A. Jenkins

Corporate or Partnership Acknowledgment of Lisa Beth Maher on behalf of the corporation or partnership. My commission expires (Date) Lisa Beth Maher Notary Public

5-9030810  
5-9071596  
Special Seal Copy

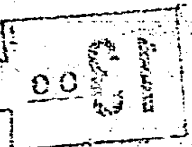
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1989 MAR 14 AM 10 51

1989 JUL 27 AM 3 19

FILED FOR RECORD  
COOK COUNTY, ILLINOIS

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FILED FOR RECORD  
1989 MAR 14 AM 10 51

1. Payments: I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal); second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. Claims against Title: I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. Insurance: I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. Property: I will keep the property in good condition and make all repairs reasonably necessary.
5. Expenses: I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. Default and Acceleration: If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. Assignment of Rents and Profits: I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver, may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. Waiver of Homestead: I hereby waive all right of homestead exemption in the property.
9. Leasehold: Condemnation: Planned Unit Developments: I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a leasehold, a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. Authority of Mortgagee: I agree to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property this may include completing the construction.
11. Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage. Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until in full at the interest rate in effect on the secured debt.
12. Inspection: You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
13. Condemnation: I assign to you 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 will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
14. Waiver: By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider an event a default if it happens again.
15. Joint and Several Liability: Co-signers: Successors and Assigns: All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
16. The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
17. Notice: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
18. Any notice shall be deemed to have been given to either of us when given in the manner stated above.
19. Transfer of the Property or a Beneficial Interest in the Mortgage: If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
20. Release: When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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042 BR003 BAR 2 6 3 8 043 BARRIS SYSTEMS, INC. ST. LOUIS, MO 63102  
Signature: Elizabeth A. Jenkins  
Date: \_\_\_\_\_

**SIGNATURES:** By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

**NOTICE:** See the reverse side for additional terms and for information about your rights in the event of a billing error.

**ATTORNEY'S FEES:** You agree to pay all our costs, including reasonable attorney's fees, that we incur in legal proceedings to collect or enforce this debt should you be in default.

**ADDITIONAL FEES:** You agree to pay the following additional fees:  
• A late charge on any payment not paid within 10 days of the payment or \$5.00, whichever is less.  
• The following closing costs: appraisal \$ 250.00 ; title search \$ ; documentation fees \$ ; (other) Application Fee \$

**CHANGING THE TERMS OF THIS AGREEMENT:** We reserve the right to change any term in this agreement. Such change will be effective immediately or upon the expiration of any required notice period. If we are required to send notice of a change in terms, we will send the notice to your address listed above. You should inform us of any change in address.

**SECURITY:** To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you such as money in your savings or checking account. However, we can not use in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off.

**PROPERTY:** If this agreement is secured by real property, we agree to pay any expenses involved in releasing the security interest. If checked, collateral securing other loans you have with us may also secure loans under this agreement. If you may buy property insurance from anyone you want who is acceptable to us. If you buy the insurance from or through us, your premium will be

**MONTHLY BILLING:** You authorize us to automatically withdraw your payment from your transaction account on each payment date (see top of form). Check one:  Monthly Billing  (other)

**HOW YOUR RATE IS DETERMINED:** The annual percentage rate (APR) is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponds to the APR as determined by applicable state or federal law. At any time The Wall Street Journal - Money Rate section no longer quotes a prime rate, then the bank will choose a new interest rate index which is based upon comparable information and give the borrower notice of its change.

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Property

HOME EQUITY LINE OF CREDIT  
Date: MARCH 10 1989  
Trans. Acct. #: 3310055-5  
Line of Credit: \$ 50,000.00  
Borrower's Name and Address: Elizabeth A. Jenkins, 1707 E. 92nd Street, Chicago, IL 60617  
Lender's Name and Address: OAK BROOK BANK, 2021 SPRING ROAD, OAK BROOK, ILLINOIS 60521  
Minimum Advance \$ 500.00  
Payment Dates: 15th day of every month  
Billing Cycle Ends: 25th day of every month  
Ingathering Balance \$ \_\_\_\_\_

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