

Mortgage - Home Equity Line of Credit

91406390

RETURN TO: Old Kent Bank N.A. 05 York Street Elmhurst, IL 60126 ATTN: Credit Services

SC90695-H

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagee. Additional terms of the Mortgage appear on the other side. The Mortgagor mortgages and warrants to the Mortgagee land located in the Village of Elk Grove Village County of Cook State of Illinois, described as follows:

LOT 173 IN STAPES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN#: 07-35-208-021

Common Address: 725 Cutter Elk Grove Village, IL 60007

together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY")

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain Home Equity Line of Credit

Disclosure and Agreement dated July 29 19 91

including all extensions, renewals and modifications thereof ("Agreement") The Agreement has a credit limit of \$ 24,000.00

unless the limit is increased and a Notice of Increase is filed in the Office of the Register of Deeds where this Mortgage has been recorded Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make, future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Register of Deeds where this Mortgage has been recorded a Notice of Termination of Obligation which shall recite the then outstanding indebtedness under the Agreement

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 Mortgagee, or otherwise, as are made within twenty (20) 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 advances made at the time of the 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 in the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagor may make under this Mortgage, the Agreement or any other document with respect thereto) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereto, including but not limited to payment for taxes, special assessments or insurance on the real estate and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the extent of the maximum amount secured hereby.

Additional Provisions.

Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive

COOK COUNTY CLERK

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Additional Provisions.

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Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the other side The Mortgagor has executed this Mortgage as of July 29 19 91

Witnesses:

Signature: X

Name:

Signature: X

Name:

Mortgagors:

Signature: X

Name: Peter R. Gennuso

Address: 725 Cutter

Elk Grove Village, IL 60007

Marital Status: married to Sally J. Gennuso

Signature: X

Name: Sally J. Gennuso

Address: 725 Cutter

Elk Grove Village, IL 60007

STATE OF ILLINOIS

COUNTY OF DuPage

I, the undersigned

Peter R. Gennuso and Sally J. Gennuso, as joint tenants

known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that they signed and delivered the

instrument as their free and voluntary act, for the uses

and purposes therein set forth

Clifford Scott Rudnick

105 S. York Street

Elmhurst, IL 60126

2-3139-00 R 990

(NOTARY) Dated 8-7-89 19 91 OFFICIAL SEAL Jamey Kokenes Notary Public, State of Illinois My Commission Expires 9/10/91

Subsequent tax bills are to be sent to the following

UNOFFICIAL COPY

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MORTGAGE AGREEMENT

This Mortgage Agreement is made this 1st day of January, 2008, between the undersigned Lender and the undersigned Borrower.

Purpose: The purpose of this Mortgage is to secure the payment of the loan described in the terms of the AGREEMENT.

Warranties: The Borrower warrants that the property is free of all liens and encumbrances, except as otherwise stated.

Taxes: The Borrower shall pay all taxes and assessments levied on the property, including property taxes, and shall pay the same when due.

Insurance: The Borrower shall maintain a fire and theft insurance policy on the property, and shall pay the premium for such policy.

Maintenance: The Borrower shall maintain the property in good and sound condition, and shall pay for all repairs and maintenance.

Default: The Borrower shall be in default of this Mortgage if the Borrower fails to pay any amount due hereunder when due.

Our Right to Foreclose: In the event of a default by the Borrower, the Lender shall have the right to foreclose on the property.

Condemnation: In the event of the condemnation of all or part of the property, the Borrower shall be liable for the amount of the condemnation award.

- You have read and understand the contents of this Mortgage Agreement.
- You have signed this Mortgage Agreement voluntarily and without any duress, coercion, or undue influence.
- You are at least 18 years of age and of legal age under the laws of the State of Illinois.
- You are not a minor, an incompetent person, or a person who is otherwise legally incapacitated.
- You are not a debtor in a Chapter 11, 12, or 13 bankruptcy case.
- You are not a debtor in a Chapter 7 bankruptcy case, and you have not been discharged in such a case within the last 10 years.
- Any other conditions set forth in this Mortgage Agreement.

Remedies: If you are in default of this Mortgage, the Lender may:

- Accelerate the maturity of the loan.
- Foreclose on the property.
- Sue you for the amount of the loan.
- Take any other action permitted by law.

Property of Cook County Clerk's Office

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