

UNOFFICIAL COPY

AMERICAN NATIONAL BANK OF LANSING

3115 Ridge Road
Lansing, Illinois 60438

92450132

HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE IS MADE THIS JUNE 15 1987 DATED BY ROBERT S. HANCOCK & MARJORIE M. HANCOCK, his wife, EACH TO AN UNDIVIDED 1/2 INTEREST AND AMERICAN NATIONAL BANK OF LANSING.

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ARTICLE I DEFINITIONS

1. Definitions. As used herein, the following definitions shall apply to the terms used herein in the form of each item:
a. Agreement. The Agreement shall refer to the Home Equity Credit Line Mortgage and the promissory note made by the same date as this Mortgage. The agreement shall be subject to the terms and conditions set forth in the Mortgage and the promissory note. The Agreement shall be subject to the terms and conditions set forth in the Mortgage and the promissory note.

1987, JUN 15
MAY 23, 1987

LR8601292

CHICAGO-BRIGHTS NATIONAL BANK

Property of Cook County Clerk's Office

THE SOUTH 1/2 CORNER OF THE NORTH 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE SUBDIVISION OF LOT 1, IN BLOCK D, IN MEETER'S FIRST SUBDIVISION PARTLY A CORNER, IN COOK COUNTY, ILLINOIS, AND THE FRACTIONAL SOUTHEAST QUARTER 1/4 OF THE FRACTIONAL SECTION 26, AND THE FRACTIONAL EAST HALF ALONG OF THE FRACTIONAL SECTION 26, ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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ARTICLE II GRANT

2.1. Grant. The undersigned hereby grants, conveys and transfers unto the American National Bank of Lansing, Illinois, as mortgagee, the premises hereinafter described to secure the performance of the obligations of the undersigned to the mortgagee under the promissory note made by the undersigned to the mortgagee on the date hereof. The undersigned hereby grants, conveys and transfers unto the mortgagee, as mortgagee, the premises hereinafter described to secure the performance of the obligations of the undersigned to the mortgagee under the promissory note made by the undersigned to the mortgagee on the date hereof.

ARTICLE III REPRESENTATIONS

3. Representations. The undersigned hereby represents and warrants to the mortgagee that the undersigned is the owner of the premises hereinafter described and that the undersigned has the right to execute and deliver this mortgage and the promissory note made by the undersigned to the mortgagee on the date hereof. The undersigned hereby represents and warrants to the mortgagee that the undersigned is the owner of the premises hereinafter described and that the undersigned has the right to execute and deliver this mortgage and the promissory note made by the undersigned to the mortgagee on the date hereof.

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to the Mortgagee

American National Bank of Lansing
3115 Ridge Road
Lansing, Illinois 60438
Attention: Home Equity Loan Division

- 9.9 **Covenants Running With the Land.** All covenants contained in this Mortgage shall run with the Land.
- 9.10 **Successors and Assigns.** All terms of this Mortgage shall apply to and be binding upon, and shall inure to the benefit of the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them, provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.
- 9.11 **Multiple Mortgages.** Mortgagor's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage (a) does not execute the Agreement; (a) is co-signing this Mortgage only to mortgage, grant and convey the Mortgage property to the lender and personally obligated to pay the indebtedness; and (c) agrees that Mortgagee and any other Mortgagee may agree to extend, modify, terminate or make any other variations with regard to the terms of this Mortgage or the Agreement without that Mortgagor's consent.
- 9.12 **Severability.** In case any one of the Obligations or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the validity of the remaining Obligations or provisions of this Mortgage shall in no way affect the enforceability of the provisions not so affected thereby.
- 9.13 **Modification.** This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.
- 9.14 **Applicable Law.** This Mortgage shall be governed by and construed according to the laws of the State of Illinois.
- 9.15 **Strict Performance.** Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right hereafter to insist upon strict performance by Mortgagor of any and all of them.
- 9.16 **Headings.** The Article headings and the section and sub-section entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.
- 9.17 **Riders.** If one or more riders are attached to and made a part of this Mortgage, the headings and sub-headings for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument this 5th day of June 1995 at Lansing, Illinois.

DAVID C. WEGNER

MARJIE B. WEGNER

Witness

JOHN M. OBBAGY, COMMUNITY BANKING OFFICER

This document was prepared by and upon recording please mail to:
SHEILA G. HIVEN C/O

American National Bank of Lansing
3115 Ridge Road, Lansing, IL 60438

STATE OF ILLINOIS

SS

COUNTY OF COOK

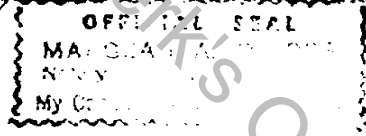
I, a Notary Public in and said County in the State aforesaid, DO HEREBY CERTIFY THAT DAVID C. WEGNER and MARJIE B. WEGNER, HIS WIFE, EACH TO AN UNDIVIDED 1/2 INTEREST

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day of June 1995 and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of June 1995.

Margaret A. Phipps
Notary Public

My Commission Expires 10-2-95



Notary Office

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