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AMERICAN NATIONAL BANK OF LANSING

3115 Ridge Road
Lansing, Illinois 60438

92450132

HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE IS MADE THIS JUNE 14, 1987 BY AND FOR THE PART AND SEVERAL PARTS OF DAVID C. BROWN & MARJORIE M. BROWN, his wife, EACH TO AN UNDIVIDED 1/2 INTEREST AND AMERICAN NATIONAL BANK OF LANSING.

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ARTICLE I
DEFINITIONS

1. Definitions. The words used herein shall have the meanings hereinafter set forth. If a word or phrase is not defined herein, it shall be construed in the same sense as in the Mortgage. The agreement shall be enforceable and binding on all parties thereto. The Mortgage shall be subject to the provisions of the Chicago-Height National Bank...
MAY 23, 1987
MAHON 23, 1987
CHICAGO-HEIGHTS NATIONAL BANK

TO HAVE AND TO HOLD THE AREA OF APPROXIMATELY 10,000 SQUARE FEET OF LOT ONE (1) IN THE SUBDIVISION OF LOT 1, IN BLOCK D, IN MEETER'S FIRST SUBDIVISION PARTLY A CORNER LOT AND PARTLY A LOT IN THE FRACTIONAL SOUTHEAST QUARTER 1/4 OF THE FRACTIONAL SECTION 20, AND THE FRACTIONAL EAST HALF ALONG THE FRACTIONAL SECTION 30, ALL IN TOWNSHIP 30 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

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ARTICLE II
GRANT

1. Grant of Mortgage. The mortgagors hereby grant, sell and convey unto the mortgagee, American National Bank of Lansing, Michigan, the area described in the preceding article for the purpose of securing the performance of the obligations of the mortgagors to the mortgagee under the Mortgage.
2.2. Condition of Grant. The mortgagee shall not be bound to accept the property at any time when the same is encumbered by any other mortgage, lien or claim, or when the same is in violation of any laws, ordinances, regulations or orders of any governmental authority.

ARTICLE III
REPRESENTATIONS

1. Representations. The mortgagors represent and warrant to the mortgagee that they are the legal owners of the property described in the Mortgage and have the right to grant the Mortgage thereon. They further represent and warrant that the property is not subject to any other mortgage, lien or claim, and that they have no other obligations under any other mortgage, lien or claim that would affect the performance of the obligations of the mortgagors to the mortgagee under the Mortgage.

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1. of the law, evidenced by the fact that the same provisions of the law are contained in the laws of the State of Missouri, and the laws of the State of Missouri are the laws of the State of Missouri.

3.3 Mortgage Property. The Mortgage Property shall be the property of the Mortgagor, and the Mortgagee shall have no interest in the same. The Mortgagee shall not have any right to use, occupy, or otherwise interfere with the use of the Mortgage Property.

3.4 First Mortgage. The Mortgage shall be the first mortgage on the Mortgage Property, and the Mortgagee shall have no interest in any other mortgage on the Mortgage Property.

3.5 Taxes. The Mortgagor shall be responsible for the payment of all taxes on the Mortgage Property, and the Mortgagee shall have no interest in the same.

3.6 Litigation. There is no joint or several liability of the Mortgagor and the Mortgagee in respect of any litigation, and the Mortgagee shall have no interest in any litigation.

3.7 Environmental Imposition. The Mortgagor shall be responsible for the payment of all environmental impositions on the Mortgage Property, and the Mortgagee shall have no interest in the same.

ARTICLE IV AFFIRMATIVE COVENANTS

4. Affirmative Covenants. The Mortgagor shall be bound by the following affirmative covenants in respect of the Mortgage Property.

4.1 Compliance with Law. The Mortgagor shall be bound to comply with all laws, ordinances, and regulations applicable to the Mortgage Property, and the Mortgagee shall have no interest in the same.

4.2 Payment of Impositions. The Mortgagor shall be bound to pay all taxes, assessments, and other impositions on the Mortgage Property, and the Mortgagee shall have no interest in the same.

4.3 Repair. The Mortgagor shall be bound to maintain the Mortgage Property in good repair, and the Mortgagee shall have no interest in the same.

4.4 Insurance. The Mortgagor shall be bound to maintain adequate insurance on the Mortgage Property, and the Mortgagee shall have no interest in the same.

4.5 Appraisal. The Mortgagor shall be bound to obtain an appraisal of the Mortgage Property, and the Mortgagee shall have no interest in the same.

4.6 Restoration Following Casualty. The Mortgagor shall be bound to restore the Mortgage Property in the event of a casualty, and the Mortgagee shall have no interest in the same.

4.7 Value. The Mortgagor shall be bound to maintain the value of the Mortgage Property, and the Mortgagee shall have no interest in the same.

4.8 Performance of Other Agreements. The Mortgagor shall be bound to perform all other agreements entered into by the Mortgagor, and the Mortgagee shall have no interest in the same.

4.9 Inspection. The Mortgagor shall be bound to allow the Mortgagee to inspect the Mortgage Property, and the Mortgagee shall have no interest in the same.

4.10 Maintenance. The Mortgagor shall be bound to maintain the Mortgage Property in good condition, and the Mortgagee shall have no interest in the same.

4.11 Expenses. The Mortgagor shall be bound to pay all expenses incurred in connection with the Mortgage Property, and the Mortgagee shall have no interest in the same.

4.12 Payment of Obligations. The Mortgagor shall be bound to pay all obligations incurred by the Mortgagor, and the Mortgagee shall have no interest in the same.

4.13 Flood Hazard. The Mortgagor shall be bound to comply with all flood hazard regulations, and the Mortgagee shall have no interest in the same.

4.14 First Mortgage. The Mortgagor shall be bound to maintain the Mortgage Property as the first mortgage, and the Mortgagee shall have no interest in any other mortgage.

4.15 Advances. The Mortgagor shall be bound to pay all advances made by the Mortgagee, and the Mortgagee shall have no interest in the same.

ARTICLE V NEGATIVE COVENANTS

5. Negative Covenants. The Mortgagor shall be bound by the following negative covenants in respect of the Mortgage Property.

5.1 Use Violation. The Mortgagor shall not use the Mortgage Property for any purpose other than that specified in the Mortgage Agreement, and the Mortgagee shall have no interest in the same.

5.2 Alteration. The Mortgagor shall not alter the Mortgage Property in any way that would materially increase the risk of loss to the Mortgagee, and the Mortgagee shall have no interest in the same.

5.3 Requirement of Insurance. The Mortgagor shall not use the Mortgage Property unless it is covered by adequate insurance, and the Mortgagee shall have no interest in the same.

5.4 Other Liens. The Mortgagor shall not incur any other liens on the Mortgage Property, and the Mortgagee shall have no interest in the same.

5.5 Transfer of Title. The Mortgagor shall not transfer title to the Mortgage Property to any other person, and the Mortgagee shall have no interest in the same.

5.6 Sale or Lease. The Mortgagor shall not sell or lease the Mortgage Property to any other person, and the Mortgagee shall have no interest in the same.

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ARTICLE VII
REMEDIES

Section 1. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

ARTICLE VII REMEDIES

Section 2. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

Section 3. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

Section 4. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

Section 5. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

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Section 7. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

Section 8. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

Section 9. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

Section 10. The Board of Directors of the Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

ARTICLE VIII CONDEMNATION

Section 1. If any part of the real estate owned by the Corporation shall be taken by eminent domain for public use, the Corporation shall be entitled to be paid the just compensation therefor as determined by a competent authority.

ARTICLE IX MISCELLANEOUS

Section 1. The Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

Section 2. The Corporation shall have the right to sue for and to defend the Corporation in any court of law or equity in the State of Illinois or in any court of competent jurisdiction in any other State or in any court of competent jurisdiction in any foreign country.

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DAVID J. WEINER
MARJORIE M. WEINER
JOHN HARRIS
LARRY J. HARRIS

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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 insure or 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

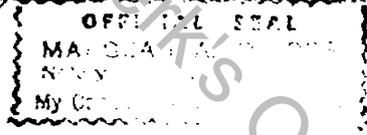
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day of June 1995 and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

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's Office

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