NOFFICIAL CO 7. 5366 (20+ 269 North Jelegraph Waterford, MI 48328 (313) 583 Billio

HOME EQUITY OF CREDIT MORTGAGE

ON

92503652

| THIS MORTGAGE, Made   | JUNE 19  |   | . 19  | 92<br>: Between  |
|---|--|---|---|--|
| CURTIS T  | WOODS AND MARS   | SHA WOODS , BU  | SBAND AND   | WIFE   |
| gazzen harrigen de jazze ha gize jede agelekikon egale jede har harriga eta bazzen eta bazzen eta bazzen eta da   | grino, capital rida, gapi in in Tapata, minimpa ayo minimpa (gapa 2001 in 1871 in 1871 in 1871).                           | , hereinafte  | er referred to  | as "THE  |
| MORTGAGOR," whose address   | 18 1443 FOREST   | AVE CALUMET   | CITY, IL  | 60409  |
| and HUDGON'S & FIELD'S EM<br>address is 269 N. Telegraph<br>as "THE MONIGAGEE."<br>WITNESSETF, that the M   | Road, Waterford,   | Michigan 48328,  s and warrants t   | hereinalter i   | referred to  |
| successors and assigns, land s  | iltuated in the  | of Transfer   | CALEMEN   | TUTT   |
| County of COUK LOT 3 IN BLOCK 2 IN JUL  | State of   | LILINUIS<br>CUDDENICION II  |   | cribed as:   |
| A RESUBDIVISION OF PARTIN THE WEST 1/2 OF SECTIFIED THE THIRD PRINCIPAL MERILLINOIS.  | TOF GOLD COAST<br>TION 20, TOWNSF<br>RINTAN, CITY OF   | MANOR SUBDIV  | ISION, A RANGE 15,  | SUBDIVISI<br>EAST OF   |
| Including any part of any stre<br>together with all and singular the<br>and water rights, including (but<br>construed as part of the realty),<br>screens, wire doors, window sh<br>grates, gas and electric fixtures, it<br>ment, coal stoker, plumbing equ | et or alley adjacent to buildings, headle on alles and all storm s and all storm s ades, awnings, mai bathtubs, laundry an | ments, appurtenare<br>other fixtures which<br>self, storm doors, s<br>niets and connection<br>d bath com fixtures | nces, privileg<br>th would ord<br>storm vestibli<br>on iron or w<br>s, oil burner s | es, rights<br>inarily be<br>ules, wire<br>oodwork,<br>and equip- |

ventilating and screening said premises and the rents, income and profits thereof thereunto belonging or in anywise appertaining to secure the performance of the covenants harelnafter contained and the payment of the principal sum of THIRTY FOUR THOUSAND 34,000.00 \_), together with interest at the rate or rates from the date hereof upon the unpaid principal until fully paid, payable according to the terms of a certain promissory mortgage note entitled Home Equity Line of Credit Note and Agreement bearing even date herewith, executed and delivered by said Mortgagor to said Mortgagoe to secure present and future advances to or on behalf of Mortgagor made from time to time under the Home Equity Line of Credit Agreement, to be paid in full as specified therein. Mortgagee is obligated to disburse to Mortgagor the full amount as indicated above, exclusive of interest, pursuant to the said Agreement and loan program. Further, this Mortgage shall remain in full force and effect during the entire term of the said Home Equity Line of Credit Agreement, and any renewal thereof, whether or not the Morigagor may, from time to time, have no outstanding principal amounts due thereunder. Under the initial Agreement, no further principal advances will be made pursuant to the said Home Equity Line of Credit Agreement to the Mortgagor after

ventilators and all steam or hot water radiators and registers and the piping connection therewith, belonging to or used as a part of the building or buildings upon said premises at the time of the execution of this mortgage, or hereafter erected theraph, or which may be attached to said building or buildings or used as a part thereof anythine during the term of this mortgage, all of which are hereby deemed to be a part of this realty and secured by this mortgage, including as well as apparatus and fixtures of every description for waiting, heating,

\_\_\_\_\_, and the entire balance due hereunder shall be JUNE 30, 2002 payable in full not fater than \_\_\_\_JUNE\_30, 2012

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RECORDING TRAN 9191 Ŋ 27/10/92 01 01 01

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And the Mortgagor covenants with the Mortgages, while this Mortgage redtains in force, as follows:

- 1. To pay said indebtedness and the Interest thereon in the time and in the manner provided by the terms of the said Note.
- 2. To pay all taxes, assessments, water rates and offier charges that may be levied or assessed upon or against said premises, within 30 days after the same shall become due and payable, and also to pay when due and payable any taxes upon the interest or estate in said lands created or represented by this Mortgage, or by said indebtedness, whether levied against said Mortgager or otherwise; and to immediately pay off any lien having or which may have precedence over this Mortgage, except as herein stated, and to keep all the improvements erected and to be erected on said premises continually intact and in good order and repair, and to promptly pay for all repairs and improvements, and to commit or suffer no waste of said premises, and to permit or suffer no unlawful use thereof.
- 3. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of with loss payable to, and in manner and amount approved by the Mortgagee with the premiums therefor paid in full.
- 4. And it is hereby stipulated and agreed by and between the parties hereto, that if default shall be made in the payment of taxes, water rates, liens, insurance or other charges upon said premises, or any part thereof, the Mortgages may at its option, make payment thereof, and the amounts so paid, with interest thereon at the same rate as provided for the principal indebtedness from the date of such payment, shall be impressed as an additional lien on said premises, and shall be added to and become part of the indebtedness secured hereby, and shall become immediately due and payable; and that in case of the payment of taxes, assessment, water rates, liens, insurance or other charges upon said premises by the Mortgagee, as hereinbefore provided, the receipt or receipts of the proper officer or person for such payment in the hands of the Mortgagee shall be conclusive evidence of the validity and amount of items so paid by the Mortgagee.
- 5. And it is hereby stipulated agreed by and between the parties hereto that if default shall be made in the payments of said principal sum or interest or any other sum secured hereby, or any part hereof, or in the payment of taxes, assessments, water reles, liens, insurance or other charges upon said premises, or any part thereof, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants and agreements herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible, if the Mortgagee so elects, and without notice of such election.
- 6. That, in the event of the passage of any law or regulation, State, Federal or Municipal subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued thereon shall become due and payable forthwith, at the option of the Mortgagee.
- 7. That, in the event the ownership of the mortgaged premises fully described above, or any part thereof, becomes vested in a person other than the Mortgager, the Mortgagee may deal with such successor or successors in interest with reference to this Mortgage, and the debt hereby secured in the same manner as with the Mortgagor, without in any manner vitlating or discharging the Mortgagor's liability hereunder, or upon the debt hereby secured.
- 8. That power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, assessments, water rates, liens or insurance premiums, any part of thereof at the time and in the manner herein agreed, to grant, bargain, sell, release and convey the premises, with the appurtenances at public auction and to execute and deliver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to a decree in chancery for the foreclosure hereof may, at the option of the Mortgagee, be made en masse.

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- 9. That in the event the Mortgagors failure to pay any installments of principal or interest on any prior mortgage when the same becomes due, the Mortgagee herein may, at its option, pay the same, and the Mortgagors, on demand, will repay the amount paid with interest thereon at the maximum legal rate; and, the same shall be added to the Mortgage indebtedness and be secured by this Mortgage.
- 10. That in the event that Mortgagee herein exercises the right granted to it in Paragraph 8 herein to grant, bargain, sell, release or convey said premises pursuant to a public auction, the Mortgagee shall have the right to bid at said public auction. Purchase of the property pursuant to such a bid shall not extinguish any other amounts owed by the Mortgagor to the Mortgagee.
- 11. That, notwithstanding the foregoing, the Mortgagor shall not assign this Mortgage, or a low it to be assumed by another. If such assignment or assumption is attempted, the entire balance of principal and interest owing shall become immediately due and payable.

The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns, and successors of the parties.

SIGNED by the Mortgagor the day and year first above written.

| Signed in the presence of:   | .1  |
|--|---|
| affet Creth  | - Cuita Tillock   |
| CLARAORD L ESCHELSON   | CURTIS T WOODS  |
| ( Lelword II Spulley   | - Mayle Shorts  |
| ALLISON M LOUBERT  | MARSHA WOODS  |
| STATE OF <u>ILLIONIS</u> ) )SS   |   |
| COUNTY OF COOK   |   |
| On this 19th day of Durie  |   |
| a Notary Public in and for said county, personal Notary Public in and Notary Public in an Action Public in | onally appeared Cunt of The load husband and virtue to be the person(s)   |
| described in and who executed the within Mo  | rtgage, and then acknowledged the execution thereof   |
| to be free act and deed.   | Visc.   |
| OFFICIAL SEAL  | Levi d. O'Danell  |
| TERRIL O'DARFUL NOTARY POST, C STATE OF STAMPS   | Notary Public   |
| MY COMUSCION FAP MAY 21 1944   | COOPC County,   |
|  | My commission expires:  |
|  | mary 31 2 1994  |
| Drafted by:  | When Recorded Return To:  |
| MARY L. BURGNER,<br>Certified Legal Assistant<br>RAYMOND & DILLON, P.C.<br>400 Renaissance Center<br>Suite 2370  | BRIAN FITZGIBBON, Loan Officer<br>HUDSON'S & FIELD'S EMPLOYEES CREDIT UNICN<br>269 N. Telegraph Road<br>Waterford, Michigan 48328 |

Detroit, Michigan 48243