

UNOFFICIAL COPY

HOME EQUITY LOAN PROGRAM MORTGAGE

LOAN # 01-74704208

THIS MORTGAGE ("Mortgage") is given on the 12TH day of SEPTEMBER, 1992, between the mortgagor, PATRICIA J. SLOANE, WAPPED TO MELVYN R. SLOANE, (hereinafter "Borrower") and the Mortgagee, HINSDALE FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the United States, whose address is Grant Square, P.O. Box 386, Hinsdale, Illinois 60521 (hereinafter called "Lender").

Borrower is indebted to Lender pursuant to a Home Equity Loan Program Account Note (hereinafter "Note") of even date hereto, additionally secured, if appropriate, by a Security Agreement and a Mortal Assignment of Deed held in the Land Trust holding title to the property, in the principal of \$ 33,600.00 (Borrower's "Credit Limit") or so much of such principal as may be advanced and outstanding, with **FINANCE CHARGE** thereon, providing for monthly installment payments of principal and **FINANCE CHARGE**, optional credit life and/or disability insurance premiums, and miscellaneous fees and charges for five years from the date hereof. The full debt, if not paid earlier, is due and payable on SEPTEMBER 15, 1997. This Mortgage secures to Lender:

- The repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Mortgage or whether there is outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, annual renewals, extensions and modifications;
- The payment of all other sums, with interest, advanced under paragraph 1 to protect the security of this Mortgage; and
- The performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to the Lender the following described Property located in 000, County, Illinois.

LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF.

PARCEL 1:
UNIT 145-3 AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN SHEFFIELD MANOR UNITS 2 AND 3 BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS EXHIBIT A-2 TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY LEVITT RESIDENTIAL COMMUNITIES, INCORPORATED, REGISTERED ON THE 17TH DAY OF NOVEMBER, 1972 WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 25 60 814, AS AMENDED FROM TIME TO TIME, TOGETHER WITH A 27.77 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY AS AMENDED FROM TIME TO TIME) IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS DATED OCTOBER 15, 1971 AND FILED DECEMBER 3, 1971 AS DOCUMENT LR 25 96 889 AND AMENDED BY DOCUMENT LR 26 60 813 FILED ON NOVEMBER 7, 1971 AND BY DOCUMENT LR 27 97 834; AS SHOWN ON PLAT OF SUBDIVISION FILED NOVEMBER 6, 1972 AS LR DOCUMENT 26 58 600; AND AS SET FORTH ON PLAT OF SUBDIVISION FILED AUGUST 29, 1973 AS DOCUMENT LR 27 15 801 MADE BY LEVITT RESIDENTIAL COMMUNITIES, INCORPORATED, AND AS CREATED BY DEED FROM LEVITT HOMES, INCORPORATED TO JOEL H. STEIN AND DEBBIE S. STEIN DATED OCTOBER 24, 1977 AND FILED NOVEMBER 1, 1977 AS DOCUMENT LR 27 78 255 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS

07-18-404-153-1269

P.I.N.

32720140

2299 KNOLLWOOD CIRCLE, SCHAUMBURG, Illinois, 60194

which has the address of 2299 KNOLLWOOD CIRCLE, SCHAUMBURG, Illinois, 60194 ("Property Address"); Together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing together with this said Property for the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower acknowledges that this Mortgage secures a note that contains provisions allowing for changes in interest rate, and that Lender may prior to the maturity of the Note and Agreement reduce the available line of credit and/or require repayment of the total balance outstanding under the Agreement.

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Hinsdale, Illinois 60521
P.O. Box 386
Square Court Sanitary Bank Federal Reserve

Hinsdale, Illinois 60521
P.O. Box 396

Hinsdale Federal Bank for Savings

STEVEN E. HANSEN

This instrument Prepared By:

mission critique

High Action

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that

STATE OF ILLINOIS

92920140

511

"OFFICIAL SEAL" - JF BORNWELL IS A TRUSTEE
STEVEN E. HANSEN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-15-13
not personally but solely as trustee as aforesaid

Al's Committee Experience:

Nestor's Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that:
 Person(s) known to me to be the same person(s) whose name(s) are
 subscribed to the foregoing instrument,
 executed and delivered the said instrument as THE
 free and voluntary act, for the uses and purposes herein set
 forth, including the release and waiver of the right of homestead.

Digitized by srujanika@gmail.com

THE BORROWER IS (ARE) INDIVIDUAL(S):

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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Borrower acknowledges that his Note obligates secured notes as noted above, contains provisions allowing for changes in interest rate, and shall become outstanding under the Agreement.

Borrower certifies that Borrower is lawfully seized of the estate hereby conveyed and has the right to negotiate, grant and convey the Property and that Borrower will retain and defend possession of the Property against all claims and demands, suits and actions to any debtors, claimants or successors in a capacity of cooperator to cooperate in any like insurance policy insuring

60194
92726140

2299 RODEOWOOD DRIVE , SCHAUMBURG

07-18-404-153-1269

ASSEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL : AS SET FORTH
IN THE DECLARATION OF COVENANTS RESTRICTIVE

PARCEL 145-3 AS DELINEATED ON A SURVEY OF CERTAIN LOTS IN SHEFFIELD
TOWNHIPS 2 AND 3 SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, TOWNSHIP 41 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH
SURVEY IS EXHIBIT 1-A-2 TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE
BY LEVITT RESIDENTIAL CORPORATION IN 1972 WITH THE REGISTRATION MADE
17TH DAY OF NOVEMBER, 1972, IN THE RECORDS OF TITLES OF COOK
COUNTY, ILLINOIS AS DOCUMENT NUMBER 26 60 B1A, AS AMENDED FROM TIME
TO TIME, TOCEMBER WITH A 27777 PERCENT INTEREST IN SAID PARCEL
(EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING
ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION
AND SURVEY AS AMENDED FROM TIME TO TIME) IN COOK COUNTY, ILLINOIS.

The repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any drawee has been made as of the date of this Note or at all (recreational, educational and medical expenses), in accordance with the terms of the Note, and all reasonable, educational and medical expenses;

The payment of an amount which bears interest, advanced under paragraph 1 to protect the security of this Mortgage; and

The performance of all other covenants, which interests, advanced under paragraph 1 to protect the security of this Mortgage; and

The performance of all other covenants and agreements under this Note and the Note.

Borrower is indebted to Lender pursuant to a Home Equity Loan Program Agreement dated [REDACTED] hereof, additonally secured, if applicable, by a Security Agreement dated [REDACTED] hereto, subject to the terms and conditions of the Home Equity Loan Program Agreement, Note (hereinafter "Note") of even date with the Note to the property, in the principal of \$33,600.00 ("Borrower's Credit Limit") or so much of such principal as may be advanced and outstanding when FINANCE CHARGE thereon, provided, however, that monthly installments, payments of principal and FINANCE CHARGE, optional credit and/or discharge) shall be payable premiums, and interest at the rate of [REDACTED] percent per annum for five years from the date hereof. The full debt, if no pre- paid.

certifying under the laws of the United States, whose address is Court Square, P.O. Box 386, Hinsdale, Illinois 60521 (hereinafter called "Lender").

THIS NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY
IS OWNED BY THE NORTHWESTERN LIFE INSURANCE COMPANY

MONITORADE

HOME EQUITY LOAN PROGRAM
MORTGAGE
LOAN # 01-7570420

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doi: 10.1046/j.1365-2796.1999.01312.x

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For more information about the study, contact Dr. Michael J. Kupferschmidt at (404) 727-6777 or via e-mail at kupferschmidt@jmu.edu.

HOME EQUITY LOAN PROGRAM

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER IS (ARE) INDIVIDUAL (S):

X Patricia J. Sloane

PATRICIA J. SLOANE

X Lloyd R. Sloane

LLOYD R. SLOANE TO WAIVE HOMESTEAD RIGHTS

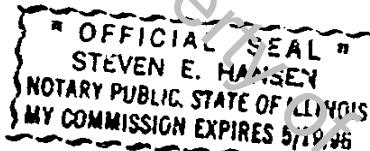
* PATRICIA J. SLOANE MARRIED TO LLOYD R. SLOANE *

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person(s) whose name(s) ARE _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the _____ THEIR _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 12TH day of SEPTEMBER 19 92

Steven E. Hansen
Notary Public

My Commission expires:



" OFFICIAL SEAL " IF BORROWER IS A TRUST:

not personally but solely as trustee as aforesaid

By: _____

its _____

Attest:

Its _____

040204-A
922226

(CORP SEAL)

STATE OF ILLINOIS)

)

COUNTY OF _____)

)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, President of _____, a corporation, and _____, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, President and _____, Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____, Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth. Given under my hand and official seal, this day of _____, 19 _____.

Notary Public

My Commission expires:

This Instrument Prepared By:

STEVEN E. HANSEN

Hinsdale Federal Bank for Savings
Grant Square
P.O. Box 386
Hinsdale, Illinois 60521

This Instrument Prepared By:

Hinsdale Federal Bank for Savings
Grant Square
P.O. Box 386
Hinsdale, Illinois 60521

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note and late charges as provided in the Note and the principal of and interest on any further advances secured by this Mortgage.

2. Home Equity Loan. This Mortgage secures a Home Equity variable interest promissory note of even date. Such Note has a five (5) year term. Borrower will promptly pay when due the principal of and interest on the debt evidence by the Note and any pre-payment and late charges due under the note.

3. Taxes; Insurance; Charges; Liens. Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien or in a manner acceptable to the Lender or shall in good faith contest such lien by or defend enforcement of such lien and legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals must be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies at renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days, a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 herein or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of sums secured by this Mortgage immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a leasehold, Borrower shall comply with the provisions of the lease and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's options, upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the Note secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal due under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal due under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender or its agent may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to that date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 3 hereof or change the amount of such installment.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the Note secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

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LOAN # 01-74704208

RIDER

This Rider is made this 12TH day of SEPTEMBER, 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL BANK FOR SAVINGS (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 2299 FAIRWOOD CIRCLE
SCHAUMBURG, IL 60194 (PROPERTY ADDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

OCT 22 1992

PATRICIA J. IRVINE

(BORROWER)

(Seal)

LLOYD R. SLOANE, TO WAIVE FORESTAD RIGHTS

(BORROWER)

(Seal)