

# UNOFFICIAL COPY

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## HOME EQUITY LINE OF CREDIT MORTGAGE

Account No \_\_\_\_\_ This instrument was prepared by **M. Fernandez Riverdale Bank**  
 13700 S Indiana  
 Riverdale, Illinois 60627

Mortgagor **Karen K. Swets, Formerly Known As**  
**Karen Atterbury, Married to**  
**Melvin Swets**

Address **15961 Wabash**  
**South Holland, Il. 60473**

Mortgagor \_\_\_\_\_ **92392722**  
 Address \_\_\_\_\_

DEPT-01 RECORDING \$25.00  
 T#1111 TRAN 9002 06/04/92 16:45:00  
 #4008 + A \*-92-392722  
 COOK COUNTY RECORDER

This Home Equity Line of Credit Mortgage is made this 28th day of May 1992 between the Mortgagor (herein "Borrower") and the Mortgagee, Riverdale Bank, an Illinois banking corporation whose address is 13700 S Indiana Avenue, Riverdale, Illinois 60627 (herein "Lender").

### WITNESSETH

WHEREAS Borrower and Lender have entered into a Riverdale Bank Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated May 28, 1992 pursuant to which Borrower may borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 25,000.00 (the "Maximum Credit") plus interest thereon; and the sums borrowed pursuant to the Agreement is payable at the rate and in the times provided for in the Agreement; and May 28, 2002 all sums outstanding under the Agreement may be declared due and payable on demand; and all sums borrowed after that date, together with interest thereon, may be due and payable on demand. All amounts borrowed under the Agreement plus interest thereon must be repaid by May 28, 2002 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of the sums advanced in accordance herewith, to protect the security of this Mortgage, and the performance of the covenants and agreements of the Agreement thereon and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois

LOT 9 IN SOUTH SHORE REST HOMES SUBDIVISION BEING A SUBDIVISION OF LOTS 11, 12, 13 AND 14 (EXCEPT THAT PART OF LOT 13 DESCRIBED AS FOLLOWS: THE NORTH 73.46 FEET OF THE SOUTH 84.32 FEET OF THE EAST 215.95 FEET) ALL IN HENRY DELAWARE YOUNG'S RESUBDIVISION OF LOTS 35 TO 38 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS SOUTH OF THE CALUMET RIVER IN THE SOUTH WEST 1/4 OF SECTION 15, ALSO OF LOT 19 IN THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, ALL IN TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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Under the Agreement or change the amount of such payment. Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment. Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment.

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 occupancy in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

9. **Inspection.** Lender may make or cause to be made reasonable inspection of the Property, provided that Lender shall give Borrower advance notice to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

10. Lender shall require Borrower to incur any expense or take any action hereunder shall bear interest from the date of delinquency at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph shall be construed to limit the amount of interest payable on any such delinquency.

11. Any amount disbursed by Lender pursuant to this paragraph to with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereon, and shall bear interest from the date of delinquency at the rate payable from time to time on outstanding principal under the Agreement.

12. **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, any proceeding brought by or on behalf of a prior mortgagee, Lender may, in its discretion, take any action necessary to protect Lender's interest, including, but not limited to, the commencement of a foreclosure action, or the commencement of a bankruptcy or insolvency proceeding, or the commencement of a receivership, or the commencement of a liquidation proceeding, or the commencement of a receivership, or the commencement of a liquidation proceeding, or the commencement of a receivership, or the commencement of a liquidation proceeding.

13. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property, and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and covenants creating or governing the condominium or planned unit development, whether with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof.

14. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and by other hazards as Lender may require, and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

15. **Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue or become due to the Property, and shall pay or cause to be paid all interest, assessments and other charges, fines and impositions attributable to the Property which may accrue or become due to the Property, and shall pay or cause to be paid all interest, assessments and other charges, fines and impositions attributable to the Property which may accrue or become due to the Property.

16. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

17. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

18. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and by other hazards as Lender may require, and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

19. **Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue or become due to the Property, and shall pay or cause to be paid all interest, assessments and other charges, fines and impositions attributable to the Property which may accrue or become due to the Property.

20. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

21. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

22. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and by other hazards as Lender may require, and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and any other mortgage on the Property.

23. **Charges; Liens.** Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue or become due to the Property, and shall pay or cause to be paid all interest, assessments and other charges, fines and impositions attributable to the Property which may accrue or become due to the Property.

24. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to interest, fees and charges payable pursuant to the Agreement, then to the principal amount outstanding under the Agreement.

25. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement.

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9. Borrower Not Released. Lender shall not be released from its obligations under this Mortgage until the Mortgage granted by Lender is fully paid in accordance with the terms of the Mortgage. Lender shall not be released from its obligations under this Mortgage until the Mortgage is fully paid in accordance with the terms of the Mortgage.

10. Forbearance by Lender Not a Waiver. Lender's forbearance of any action or remedy under this Mortgage or hereunder, or otherwise, shall not constitute a waiver of Lender's right to enforce the terms of this Mortgage or the payment of taxes or other charges on the Property that may be a result of Lender's forbearance of any action or remedy under this Mortgage.

11. Remedies Cumulative. All remedies available to Lender under this Mortgage and any other right or remedy under this Mortgage or afforded by law or equity and available to Lender shall be available to Lender independently and cumulatively.

12. Successors and Assigns; Joint and Several Liability; Captions. The provisions of this Mortgage shall bind and the rights hereunder shall be enforceable by Lender and its successors, assigns, agents, attorneys-in-fact, and assigns. All captions and agreements of Borrower shall be subject to the provisions and headings of this Mortgage and the conventional only and shall not be used to interpret or define the provisions hereof.

13. Notice. Except as otherwise provided herein, all notices and communications to Borrower provided for in this Mortgage shall be given to the Borrower at the address stated in the Mortgage. If the address of the Borrower is changed, the Borrower shall notify Lender in writing of the new address within ten days of the date of the change. If the address of the Borrower is not so notified, Lender shall be deemed to have been given to Borrower at the address stated in the mortgage instrument.

14. Governing Law; Severability. This Mortgage shall be governed by the laws of the State of Illinois. If any provision of this Mortgage is held to be unenforceable, the remainder of this Mortgage shall remain in full force and effect.

15. Borrower's Copy. Borrower shall retain a copy of this Mortgage at the time of execution or after recording hereof.

16. Transfer of the Property. If the Property is sold, transferred, conveyed, or otherwise disposed of, the transferee shall take the Property subject to the terms and conditions of this Mortgage, including the obligation to pay the principal and interest on the debt secured by this Mortgage until the debt is fully paid. The obligation to pay the principal and interest on the debt secured by this Mortgage shall not be released by the operation of law or the death of a joint tenant.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan. The maximum amount of the revolving credit loan shall be the amount of the maximum amount of the revolving credit loan as stated in the Mortgage. The revolving credit loan shall be subject to the terms and conditions of the Mortgage, including the obligation to pay the principal and interest on the debt secured by this Mortgage until the debt is fully paid. The obligation to pay the principal and interest on the debt secured by this Mortgage shall not be released by the operation of law or the death of a joint tenant.

18. Acceleration; Remedies. If Borrower engages in fraud, intentional default, or violation of any other provision of this Mortgage or the Agreement of Borrower, Lender shall be entitled to accelerate the debt secured by this Mortgage and to exercise all remedies available to Lender under this Mortgage, including the right to foreclose on the Property and to sell the Property to satisfy the debt secured by this Mortgage. Lender shall be immediately and conclusively deemed to have been notified of the default under the Agreement and may exercise all remedies available to Lender under this Mortgage, including the right to foreclose on the Property and to sell the Property to satisfy the debt secured by this Mortgage, without the need to provide any notice to Borrower.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As soon as practicable after Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or other remedy, if any, of the debt secured by this Mortgage, have the right to collect and retain such rents as they are due and payable. Upon acceleration or other remedy, if any, of the debt secured by this Mortgage, Lender shall be immediately and conclusively deemed to have been notified of the default under the Agreement and may exercise all remedies available to Lender under this Mortgage, including the right to foreclose on the Property and to sell the Property to satisfy the debt secured by this Mortgage, without the need to provide any notice to Borrower.

20. Release. Upon payment of all debts secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to Borrower. Lender shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

*Karen K. Swets*  
Karen K. Swets, Formerly Known As  
Karen Atterbury, Married To  
Melvin Swets  
Borrower

Type or Print Name

2023/02/22

2023

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## HOME EQUITY LINE OF CREDIT MORTGAGE

Account No \_\_\_\_\_

This instrument was prepared by **M. Fernandez**  
**Riverdale Bank**

Mortgagor **Karen K. Swets, Formerly Known As**

13700 S Indiana  
Riverdale, Illinois 60627

Address **Karen Atterbury, Married to**  
**15961 Wabash Melvin Swets**

**South Holland, Il. 60473**

**92392722**

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Mortgagor \_\_\_\_\_

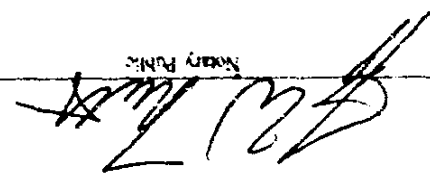
Address \_\_\_\_\_

This Home Equity Line of Credit Mortgage is made this 28th day of May 19 92 between the Mortgagor, herein "Borrower", and the Mortgagee, Riverdale Bank, an Illinois banking corporation whose address is 13700 S. Indiana Avenue, Riverdale, Illinois 60627 (herein "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender have entered into a Riverdale Bank Home Equity Line of Credit Agreement and Disclosure Statement (the "Agreement") dated May 28, 19 92 pursuant to which Borrower may from time to time until May 28, 2002 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 25,000.00 the ("Maximum Credit") plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After May 28, 2002 all sums outstanding under the Agreement may be declared due and payable on demand. All amounts borrowed under the Agreement plus interest thereon must be repaid by May 28, 2002 (the "Final Maturity Date").

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Notary Public

OFFICIAL SEAL  
JERRY W. NUTT  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/22/95

This Instrument Prepared By  
**M. Fernandez**  
**Riverdale Bank**  
13700 S. Indiana  
Riverdale, Illinois 60627

GIVEN under my hand and official seal, this 28th day of May 19 92  
subscribed to the foregoing instrument appeared before me this day in person and acknowledged that the Y signed and delivered the said instrument as  
personally known to me to be the same person(s) whose name(s)  
the undersigned  
**Karen K. Swets and Melvin Swets**  
a Notary Public in and for said county and state, do hereby certify that

Melvin Swets, Signing Solely to Waive  
Homestead Rights  
Type of Print Name

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