

UNOFFICIAL COPY

Comerica Bank

94288051

REAL ESTATE MORTGAGE

DEPT-01 RECORDING \$23.50
TRN 7997 03/30/94 16:06:00
#0513 # 94-288051
COOK COUNTY RECORDER

ABOVE SPACE FOR RECORDER'S USE ONLY

L/N 4610-3952-5300-1604

OM 4/14/94 (3/3)

This Mortgage is made this 21st day of March, 1994, by Michael S. Magnuson and Donna M. Magnuson, his wife, as joint tenants

whose address is 758 S. Middleton Palatine, IL 60067

warrants to COMERICA BANK - ILLINOIS, a state banking corporation, of 8700 N. Waukegan Road, Morton Grove, Illinois 60053 ("the Mortgagee"), land and property which has the address of 768 S. Middleton Palatine (street), Palatine (city) of Cook County, Illinois, 60067 (zip code)

and by virtue of the homestead laws of this State, described as:

LOT 1 IN BLOCK 2 IN HUNTING RIDGE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 47 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON 1/12/61 AS DOCUMENT 203777107 IN COOK COUNTY, ILLINOIS.

Parcel Identification Number 02 21 408 001

together with all buildings and fixtures on the property, whether hereafter placed or now on the property, (herein called the "property") to secure performance hereof and payment of a line of credit in the initial amount of Fifty Thousand and 00/100 Dollars (\$ 50,000.00), provided by Mortgagee to Michael S. Magnuson and Donna M. Magnuson

under and subject to Mortgagee's Home Equity Agreement, and any later modification, amendment, or supplement to the agreement as permitted by its terms, and any future indebtedness owing under the line of credit, including but not limited to, additional amounts advanced in excess of the amounts stated in this mortgage resulting from an increase in the line of credit or advances made by Mortgagee in excess of the line of credit, (herein called "Debt"), with interest thereon as provided in the Home Equity Agreement, which is incorporated herein by reference.

This Mortgage secures, among other things, "revolving credit" as that term is defined in Section 4.1 of Illinois' interest statute (ch. 17, para. 6405) or any successor provisions to Section 4.1. It is understood and agreed that this Mortgage will secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, although there may be no advance made at the time of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage, as to third persons without actual notice of such lien, shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder, or, if the property is registered in Torrens, the Registrar of Titles, of the county in which the mortgaged property is located. The total principal amount of revolving credit indebtedness secured by this Mortgage may not exceed \$ 50,000.00, plus interest on such indebtedness, and any disbursements made for the payment of taxes, special assessments, or insurance on the mortgaged property, with interest on such disbursements.

23 50

Mortgagor promises and agrees:

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- To keep the property insured against fire, windstorm, flood and such other hazards as Mortgagee may require, in an amount and manner with companies approved by Mortgagee and with the proceeds made payable in the policies to Mortgagee, and to deliver all policies to Mortgagee. Any insurance proceeds received by Mortgagee may be retained by it and may at any time or from time to time be applied by it on the Note and shall constitute payment on the Debt only to the extent so applied.
- To pay all taxes, assessments and water rates levied on the property within 90 days from the first due date thereof and to deliver the receipts therefor to Mortgagee, and to remove promptly any other liens on the property, except (a) liens given to Mortgagee, and (b) liens specifically referred to above.
- To keep the property in good repair.
- That if Mortgagor defaults in the performance of any of the duties imposed by the above covenants, Mortgagee may perform the same and all sums paid by it therefor shall be due and payable by Mortgagor from the time of their payment by Mortgagee with interest thereon at the highest rate as specified in the Debt, and such sums shall be secured by this Mortgage.
- Mortgagee shall notify Mortgagor prior to accelerating the debt following Mortgagor's default. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require payment in full and shall have the right to foreclose the lien of this Mortgage in accordance with law, in equity, or otherwise. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, including, but not limited to, reasonable attorney's fees and costs of the title evidence.
- The term "default" means failure of any of Mortgagor's agreements herein, failure to pay any money due hereunder or under the Debt, and Mortgagor's default in any security instrument having priority over this Mortgage. The term "Mortgagee" includes Mortgagee's successors and assigns, and the term "Mortgagor" includes and binds the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
- In the case of foreclosure by Mortgagee, there shall be allowed all court costs and expenses (which may be estimated as to items to be expended after entry of decree) incurred by Mortgagee, including without limitation reasonable attorneys' fees, stenographers' charges, costs of procuring any title commitment and continuations of such title commitment, opinion or title or title insurance policy and continuations of such opinion or policy, Torrens certificates and similar data and assurances with respect to title covering said foreclosure proceedings, cost of any survey, all costs and expenses of procuring testimony and evidence, and all costs and expense secured by Mortgagee in or with respect to any such suit or proceeding, or in the preparation thereof.

All fees and expenses allowable pursuant to this Mortgage, together with interest on such fees and expenses from the date of payment of such fees and expenses, shall be additional indebtedness secured by this Mortgage and shall be a lien on the mortgaged property. Any decree foreclosing this Mortgage shall provide for the payment out of the proceeds of any sale made pursuant to any such decree in the following order: (a) all costs and expenses described in the preceding paragraph with interest as herein provided; (b) all money advanced by Mortgagee for any purpose authorized in this Mortgage, with interest as herein provided; (c) all accrued interest on the indebtedness hereby secured; (d) the principal balance at such time remaining unpaid under the Mortgagee's Home Equity Agreement; and (e) any surplus shall be paid to Mortgagor. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of indebtedness secured by this Mortgage, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, such expenses shall be additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

94268051

Michael S. Magnuson
 Michael S. Magnuson

Donna M. Magnuson
 Donna M. Magnuson

STATE OF ILLINOIS)
)
 COUNTY OF Cook) ss.

"OFFICIAL SEAL"
 BRIAN BOOROM
 Notary Public, State of Illinois
 My Commission Expires 4/17/96

The foregoing mortgage was acknowledged before me this 21st day of March, 19 94, by Michael S. Magnuson and Donna M. Magnuson, his wife, as joint tenants

including the release and waiver of the right of homestead.

My commission expires 4/17/96

Brian D. Boorom
 Notary Public, Cook County, Illinois

This instrument was prepared by:

After recording to:

Godwin Carmona for Comerica Bank-IL
 NAME (Must be a natural person)

Comerica Bank-IL/Attn: Patsy Joyce
 NAME

8700 N. Waukegan Road
 ADDRESS Morton Grove, IL 60053

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