

Mortgage —
Home Equity Line of Credit

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OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

95106308
• DEPT-01 RECORDING \$27.00
• T#0014 TRAN 6295 06/22/95 11:36:00
• #0046 ♦ JW *-95-403308
• COOK COUNTY RECORDER
• DEPT-10 PENALTY \$24.00

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagee. Additional terms of the Mortgage appear on the additional pages).

The Mortgagor mortgages and warrants to the Mortgagee land located in the City _____ of Northbrook, County of Cook, State of Illinois, described as follows:

Legal Description: Lot 45 in block 112 in White Plains unit number 4, being a subdivision in section 9, township 42 north, range 12, east of the third principal meridian, in Cook County, Illinois.

P.I.N. # 04-09-315-043 Common Address: 2611 Chesapeake
Northbrook IL 60062

together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY").

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain _____.

Home Equity Line of Credit Agreement and Disclosure Statement _____ Agreement dated June 14, 19 95, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 50,000.00, unless the limit is increased and a Notice of Increase is filed in the Office of the Register of Deeds where this Mortgage has been recorded. Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make, future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Register of Deeds where this Mortgage has been recorded, a Notice of Termination of Obligation which shall recite the then outstanding indebtedness under the Agreement.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereto) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect hereto, including but not limited to payment for taxes, special assessments or insurance on the real estate and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the extent of the maximum amount secured hereby.

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MORTGAGE AGREEMENT

These terms are part of your Mortgage. You agree to be bound by these terms when you sign page 1. To the Mortgage, "You" and the "Mortgagor" mean each person who signs the Mortgage. "We," "Us," "Our" or the "Lender" and the "Mortgagee" mean the Lender whose name appears on the other side or anyone to whom the Bank or institution that signed the Mortgage is a party. In this Mortgage, words such as "AGREEMENT" refer to information on the other side.

Promise to Pay: You promise to pay us of the DLBBL in accordance with the terms of the SCHEDULE and the Schedule.

Warranties: You represent and warrant to us that all the usual and other information that you have given to us is true and correct, you, the PROPERTY, and any guarantor of the DLBBL are valid, correct, accurate and non-infraacting.

Pay Taxes: You agree to pay all taxes, all principal and interest charges levied on the PROPERTY before due date and to keep us fully provided with satisfactory proof of payment within ten days of the due date or as soon as practicable after they become due.

Life Insurance: You agree to keep the PROPERTY insured, until its demolition, whether long or short term, at a cost not exceeding 1%.

You agree to pay all premiums on this insurance when due. Each insurance policy must provide that any loss suffered will first be paid to the Lender, up to our interest. Your insurance policy or certificate of insurance must be filed with us. Each policy or certificate of insurance may be terminated or modified without at least ten days' prior written notice to us.

You agree to immediately notify us of any loss or damage to the PROPERTY. We have the right to inspect and remove any debris or trash that do so promptly. All proceeds payable under any insurance policy except any portion of the proceeds as to which the holder of any other mortgage has priority over us, whether or not endorsed payable to us, shall be paid directly to us and applied to the DLBBL as a deduction when it is then due. We may, but need not, require that all or part of the proceeds be used to rebuild or restore the PROPERTY. We may, but need not, adjust or compromise, as we see fit, any claim under any such insurance policy.

Maintenance and Repair: You agree to keep the PROPERTY in good condition and repair. You agree not to paint or alter any exterior of the PROPERTY. You may not substantially alter or remove any structure or feature of the PROPERTY without our prior written consent. You agree to comply with all laws, ordinances, and regulations that apply to the PROPERTY. You agree to promptly repair or rebuild any part of the PROPERTY damaged by天气. You agree to pay all charges for utilities or other services to the PROPERTY as incurred.

Our Right to Perform: If you fail to pay the taxes, assessments and other similar charges for and maintenance of the PROPERTY, or to perform any other obligation you have under this Mortgage, then we have the right, except for the obligations of a bona fide purchaser for value, to do any acts of your obligation for you. Any amounts we spend in performing your obligation will be one part of the DLBBL, payable by you upon demand, as well as interest at the same rate as the DLBBL bears from time to time. We have the right to let the PROPERTY at rental rates we determine to be fair to the PROPERTY or performing any of your obligations.

Condemnation: If any part of the PROPERTY is taken, either temporarily or permanently, by condemnation or power of eminent domain, the proceeds of the taking (except any portion of the proceeds in which the holder of any other mortgage has priority) shall be paid to us as and when received by us and applicable to the DLBBL, whether or not it is then due. We may, but need not, require that all or part of the proceeds be used to rebuild or restore any part of the PROPERTY damaged or destroyed as a result of the taking.

Default: You will be in default under this Mortgage if you are in default under the SCHEDULE.

- You are in default under the SCHEDULE.
- You fail to do anything you agree to do or do anything you agree not to do under this Mortgage, whether or not it causes us to be in default on your behalf and whether or not you have reimbursed us for any payment or expenses we incurred in curing the default.
- Any warranty or representation you made in this Mortgage or in any other document in connection with the DLBBL is false or inaccurate in any material respect when made.
- You fail to pay any other debt that is secured by a lien on the PROPERTY when it is due.
- A Foreclosure or Foreclosure procedure is begun with respect to the PROPERTY or any contract by which you are paying for the PROPERTY.
- You sell, transfer, or lease any interest in the PROPERTY without our written consent.
- You cause or permit any interest in the PROPERTY to be subject to a mortgage other than an ordinary first mortgage. The act of attachment, garnishment, or other circumstance or legal process, except in the favor of any interest in the PROPERTY as authorized by operation of law.
- Any material part of the PROPERTY is damaged, whether or not covered by insurance, or taken by condemnation or power of eminent domain.
- If the holder of any first mortgage commences foreclosure of the first mortgage, whether by action or by judicial sale.

Remedies: If you are in default

- We may declare the DLBBL to be immediately due and payable without notice or demand.
- We may foreclose this Mortgage.
- We may sell any part of the PROPERTY at public sale and execute and deliver to such purchasers good and sufficient deed of conveyance, and obtain a deficiency judgment if the proceeds of a foreclosure sale are not sufficient to satisfy the underlying debt.
- We may, to the extent permitted by law, collect any rents, profits, or other amounts due you from any lease, land contract, or other agreement by which you are leasing or selling any interest in the PROPERTY, and exercise your right and remedies under such agreements. We will have no obligation to make any demand or inquiry as to the nature or sufficiency of the premises or fixtures or to present or file any claim or take any other action to collect or enforce the payment of any amounts we are entitled to under this Mortgage. We will not assume your obligations under any lease or sale arrangement.
- We may pay on your behalf all or any part of the debt and obligation, upon demand by any first mortgagee, which we may do in whole or in part and payable and whether or not you are then in default under the first mortgage. However, any additional amounts paid by us in this manner we make shall become part of the DLBBL and shall be payable on demand, together with interest at the rate shown on the DLBBL bears from time to time.
- We may obtain or update commitments for title insurance, tax histories, title searcher and title insurance company for the PROPERTY, any amounts that we spend in doing so will become part of the DLBBL.
- We may exercise any of your rights and options under any lease, land contract, or other agreement by which you are lessing or purchasing any interest in the PROPERTY, including any option to purchase the PROPERTY or to renew or extend the term of the lease, land contract, or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. We will have no obligation to exercise any such right or option.
- Prior to the entry of judgment of foreclosure, Mortgagor and Mortgagee agree that Mortgagor shall not be entitled to possession of the premises.

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We request the right and freedom provided in the Statute or otherwise provided by law. The right and freedom under Article 12 of the Statute to be informed of the nature and quality of medical treatment and to take part in decisions concerning his/her health care. Expenses for all personal medical expenses including frequency of hospitalization and any legal expenses that may incur in the course of attempting to protect the rights of children from parents who are child abusers. Additional limitation will expense of the following file in accordance with the law, documentation of all medical expenses, the right to receive payment of the same without any action in connection with the recovery of the medical expenses, the right to receive payment of the same without the intervention of the Ministry. Any such expenses are paid in demand, all beyond payment by the family.

Other terms: The other standard terms include arbitration and personal representatives, and will now be the benefit of consideration. These are also covered by the relevant legislation under applicable state or territorial law.

First Mortgage: If the Mortgagor fails to make timely payment or compliance to the holder in full payment of the debt secured by the first mortgage when required by the terms hereof, then the holder shall have all rights and powers and all other obligations of the mortgagor under the first mortgage. You shall pay all amounts due and payable under your first mortgage, whether or not you keep it. You shall not pay any amount of principal or interest or other amount due and payable under your other obligation under the first mortgage, except the right, but not the obligation, to pay the amount due or to pay or perform such other obligation *on your behalf*. Any amount so spent or performing your obligations, debts or expenses DFB1 will be your burden demand, and to be bear interest at the same rate as the DFB1 bears from time to time. We may sell your property without notice of default under the first mortgage that we receive from the holder of the first mortgage, even though you extend or delay the existing or total, or nature of the default. You shall not renew, extend or modify the first mortgage, and shall not increase the debt secured by the first mortgage without our prior written consent.

Assignment of Interest. Purchaser, Seller and mortgagee from time to time, by the DEBT, all of your right, title and interest in all land, contracts or other agreements to lease or contract purchase any part of the PROPERTY, a Purchase Agreement, as set forth in each and all subsequent principal documents required to be paid by the lessee under any such Purchase Agreement, hereinafter referred to collectively as "Leasehold Obligations", except all other obligations of the buyer under any such Purchase Agreement. You agree to provide us with prompt payment of your payment of principal, whenever we request it. If you fail to pay any installment of principal or interest when it is due, or if you fail to pay any other obligation under any such Purchase Agreement, we will have the right, but not the obligation, to pay the same, or to prepay the principal, performance of other obligations on your behalf. Any amount we spend in performing such obligations will be part of the DEBT, and will be charged, and will bear interest at the same rate as the DEBT, from time to time. We may take up as are worn or worn out any deposit held under such Purchase Agreement that we require from the holder of the Purchase Agreement. The holder of the Purchase Agreement will be liable to us for any damage to or loss of value of the deposit. If we do not cure a default under the Purchase Agreement and the principal is no longer participating in foreclosures of the Purchase Agreement by its holder or any acceleration by the holder of your obligations, we shall have all rights as if held in your connection therewith, including any right of redemption from any foreclosure, foreclosures, or similar proceeding, for prices not less than our right to terminate or cancel the purchase Agreement or modify any provision thereof without your prior express consent.

Assignment of Leases and Land Contracts: By addition of a copy for the DBIT, you, to the extent permitted by law, assign and mortgage to us, and grant us a security interest in all of your right, title, and interest in all lease and license oral and written leases and the PROPSERVE by you, for and during the period of time following payment, by which you are now calling or shall later call any amount due on the PROPSERVE. You also hereby warrant, as to profit and all other proceeds relating to the use of such lease, land, contract, or other agreement. You agree to pay and perform all of your obligations and covenants under all such leases, land contracts, or other agreements and to give us proof of such payment or performance whenever we request it. If you fail to pay or performance of your obligation, we have the right, but not the obligation, to do so on your behalf. Any amounts expended in performing your obligations will become part of the DBIT payable by you upon our demand, and will be deducted at the rate due on the DBIT from time to time. Without our prior written consent, you shall not consent to the assignment of the leases, land, or other agreements, or, except orally, accept a surrender of, or make any other assignment of, such leases, land contracts, or other agreements, or any part thereof. You agree not to accept or collect any payment of rent or of principal or interest on any other amount under such lease, land contract or other agreement more than one month before and after the anniversary date under the terms thereof. Notwithstanding the foregoing, you may consent to give only consent to the sale, lease or transfer of any interest in the PROPSERVE.

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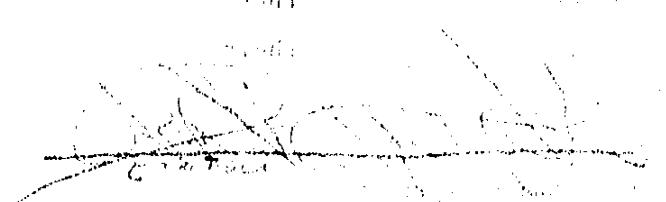
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Additional Provisions.

Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption law, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

NONE

Additional Provisions.

NONE

Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the reverse of pages 1 & 2.

The Mortgagor has executed this Mortgage as of _____, 19_____.

Witnesses:

Signature: X _____

Name: _____

Signature: X _____

Name: _____

Mortgagors:

Signature: X James B. Murray

Name: James R Murray

Address: 2611 Chesapeake

Northbrook IL 60062

Marital Status: Married to Melody L Murray

Signature: X Melody L. Murray

Name: Melody L Murray

Address: 2611 Chesapeake

Northbrook IL 60062

STATE OF ILLINOIS

)

: ss.

COUNTY OF Cook

)

I, The Undersigned

James R Murray and Melody L Murray, husband and wife

personally known to me to

be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument

as Notary Public
their
James R Murray
This instrument prepared by:

free and voluntary act, for the uses and purposes therein set forth.

Dated _____, 19_____.

Subsequent tax bills are to be sent to the following.

