

# UNOFFICIAL COPY

Mortgage —  
Home Equity Line of Credit

95429745

## OLD KENT

Old Kent Bank  
105 South York Street  
Elmhurst, Illinois 60126

DEPT-01 RECORDING	\$27.00
T#0001 TRAN 8696 07/03/95 12:25:00	
44682 CG *-95-429745	
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 page(s).

The Mortgagor mortgages and warrants to the Mortgagee land located in the \_\_\_\_\_ Village \_\_\_\_\_ of \_\_\_\_\_ Hinsdale \_\_\_\_\_, County of \_\_\_\_\_ Cook \_\_\_\_\_ State of Illinois, described as follows:

**Lot 16 and the North 12.5 feet of Lot 17 in Block 7 in the Subdivision of that part of the West 1/2 of the Southwest 1/4 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian lying North of the Chicago, Burlington and Quincy Railroad Company's right of way (except the North 21.56 feet of said West 1/2 of said Southwest 1/4), in Cook County, Illinois.**

PIN: 18-06-314-024

Common Address: 218 Justina  
Hinsdale, IL 60521

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 Disclosure and \_\_\_\_\_ Agreement dated June 2019 95, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a

credit limit of \$ 25,000.00 \_\_\_\_\_, 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.

*Ren 27<sup>00</sup>  
24<sup>00</sup>*

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## MORTGAGE AGREEMENT

This Mortgage Agreement ("Mortgage") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ ("Mortgagor"), of \_\_\_\_\_, Illinois, and \_\_\_\_\_ ("Mortgagee"), of \_\_\_\_\_, Illinois. The Mortgage is made in connection with the sale of \_\_\_\_\_ ("PROPERTY") to the Mortgagor by \_\_\_\_\_ ("Seller"). The Mortgage is subject to the terms and conditions set forth in this Mortgage Agreement and the deed of trust and assignment of mortgage ("Deed of Trust") attached hereto, both of which are hereby incorporated by reference into this Mortgage Agreement.

**Promise to Pay:** You promise to pay to the DEBTOR all of the principal, interest, taxes, insurance, and other charges as provided in the Mortgage Agreement.

**Warranties:** You represent and warrant that you are the owner of the PROPERTY and that you have the right to execute and deliver this Mortgage Agreement and the Deed of Trust, and that you are not under any legal obligation to pay any other debt secured by a mortgage on the PROPERTY.

**Taxes:** You agree to pay all taxes, including property taxes, assessed against the PROPERTY, and to pay all interest on any tax liens, in accordance with the provisions of the Mortgage Agreement.

**Insurance:** You agree to carry the PROPERTY in accordance with the provisions of the Mortgage Agreement. You agree to pay all premiums on any policy of insurance covering the PROPERTY, and to maintain such insurance in full force and effect until the termination or maturity of the debt secured by this Mortgage Agreement.

You agree to maintain the PROPERTY in accordance with the provisions of the Mortgage Agreement. You agree to keep the PROPERTY in good repair and to pay for all repairs and maintenance. We may, at our discretion, require that you obtain and maintain adequate insurance coverage for the PROPERTY. We may, at our discretion, require that you obtain and maintain adequate insurance coverage for the PROPERTY.

**Maintenance and Repair:** You agree to keep the PROPERTY in good repair and to pay for all repairs and maintenance. You may not sublet the PROPERTY or use the PROPERTY for any purpose other than that intended by the Seller.

**Our Right to Perform:** In the event you fail to perform any of the obligations set forth in this Mortgage Agreement, we may, at our discretion, perform any of the obligations set forth in this Mortgage Agreement on your behalf.

**Condemnation:** If any part of the PROPERTY is taken by eminent domain, you agree to pay the net proceeds of the taking to the holder of the DEBT. If any part of the PROPERTY is taken by eminent domain, you agree to pay the net proceeds of the taking to the holder of the DEBT. If any part of the PROPERTY is taken by eminent domain, you agree to pay the net proceeds of the taking to the holder of the DEBT.

**Default:** You will be in default under this Mortgage Agreement if you fail to perform any of the obligations set forth in this Mortgage Agreement. You will be in default under this Mortgage Agreement if you fail to perform any of the obligations set forth in this Mortgage Agreement.

- You are in default under this Mortgage Agreement if you fail to perform any of the obligations set forth in this Mortgage Agreement.
- You fail to do anything you agree to do under this Mortgage Agreement.
- Any warranty or representation you made in this Mortgage Agreement is untrue in any material respect when made.
- You fail to pay any other debt secured by a mortgage on the PROPERTY when due.
- A foreclosure or other proceeding is commenced against the PROPERTY.
- You sell, transfer, or lease the interest in the PROPERTY without our written consent.
- You incur or permit any lien to be placed on the PROPERTY.
- Attachment, judgment, or other enforcement of a claim against you results in the operation of law.
- Any material part of the PROPERTY is destroyed, damaged, or otherwise lost.
- If the holder of any first mortgage on the PROPERTY is in default under its mortgage agreement.

**Remedies:** If you are in default under this Mortgage Agreement, we may:

- declare the DEBT to be immediately due and payable to the holder of the DEBT;
- foreclose the Mortgage;
- sell any part of the PROPERTY at public or private sale, and use the proceeds of such sale to pay the DEBT, and obtain a deficiency judgment if the proceeds of such sale are not sufficient to pay the DEBT;
- to the extent permitted by law, conduct an action to enforce the terms of this Mortgage Agreement by which you are liable on the sale of the PROPERTY, or to enforce any other agreement by which you are liable on the sale of the PROPERTY;
- present or file any claim or take any other action that you may deem appropriate;
- we will not assume your obligation under any other mortgage agreement;
- We may pay on your behalf all or part of the debt secured by this Mortgage Agreement, and payable and whether or not you are then in default under this Mortgage Agreement, and we make shall become part of the DEBT, and shall be payable on the same terms and conditions as the debt from time to time;
- We may obtain or update commitments for title insurance, as may be necessary to carry out the terms of this Mortgage Agreement, and we will pay for such commitments and the cost of such commitments shall be a part of the DEBT;
- We may exercise any of your rights and options under any lease, land contract, or other agreement by which you are liable on the sale of the PROPERTY, including any option to purchase the PROPERTY or to renew, extend, or exercise any other agreement, or to prepay in whole or in part the lease, land contract, or other agreement. We will not assume your obligation under any other agreement;
- Prior to the entry of judgment of foreclosure, Mortgagor and Mortgagee agree that Mortgagor shall be responsible for the maintenance and repair of the premises.

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Property Of Cook County Clerk's Office

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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 laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

Additional Provisions.

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 June 20, 1995

Witnesses:

Signature: X \_\_\_\_\_

Name: \_\_\_\_\_

Signature: X \_\_\_\_\_

Name: \_\_\_\_\_

Mortgagors:

Signature: X Kenn Roberts

Name: KENNETH M. ROBERTS

Address: 218 Justina

Hinsdale, IL 60521

Marital Status: Married to Adonna M. Roberts

Signature: X Adonna M Roberts

Name: ADONNA M. ROBERTS

Address: 218 Justina

Hinsdale, IL 60521

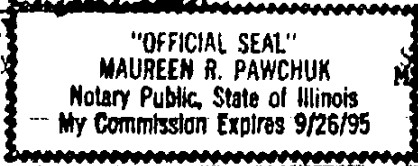
STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned

certify that KENNETH M. ROBERTS and ADONNA M. ROBERTS, Husband and Wife, as Tenants by the Entirety 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 their free and voluntary act, for the uses and purposes therein set forth.

Maureen R. Pawchuk  
NOTARY  
This instrument prepared by  
**Old Kent Bank**  
105 S. York  
Elmhurst, IL 60126



Dated June 20, 1995

Subsequent tax bills are to be sent to the following.  
Mail to: **Old Kent Financial Corporation**  
**Corporate Service Center I**  
1850 East Paris  
Kentwood, MI 49546

Attn: Corporate Consumer Loan Operations Dept.

*mail to Old Kent Bank  
Attn Maureen Pawchuk  
Sears Tower*

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