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Mortgage —
Home Equity Line of Credit

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

DEPT-01 RECORDING \$27.50
T0014 TRAN 8151 10/26/95 11:48:00
#0571 + JW *-95-731303
COOK COUNTY RECORDER

2750

TICOR TITLE INSURANCE SC 3/8 6/17

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 _____ City _____ of _____ Chicago _____ County of Cook _____ State of Illinois, described as follows:

That part of Lot 6 lying east of a line beginning at the Northeast corner of Lot 6; thence southerly to a point of the south line of lot 6, 1.53 feet west of the southeast corner of said lot, and lot 7 (except that part lying east of a line beginning at the northeast corner of lot 7; thence southerly to a point on the south line of lot 7, 1.49 feet west of the southeast corner of said lot) in Clybourn-Magnolia resubdivision being a resubdivision in the east 1/2 of the northwest 1/4 of section 32, township 40 north, range 14 east of the third principal meridian, in Cook County, Illinois;

PIN Number 14-32-133-022 Common Address: 1243 Dickens Chicago, Illinois 60614

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 September 25, 1995, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 100,000.00, 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 thereof) 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 2. In this Mortgage "you", "your" and "I" or "Mortgagor" mean each person who signs this Mortgage. "We", "us", "our" is the "Bank" and the "Mortgagee" mean the Bank, whose name appears on the other side or anyone to whom the Bank's interest in this Mortgage is assigned. In this Mortgage, words printed in capital letters such as "AGREEMENT" refer to information on the other side.

Promise to Pay: You promise to pay all DEBT in accordance with the terms of the ACREDITED Lender's Mortgage.

Warranties: You represent and warrant that all the information on this document is true and correct and that you own the PROPERTY, and are the owner of the DEBT, and will be in compliance with all applicable laws.

Taxes: You agree to pay all taxes, assessments, and similar charges for the PROPERTY, but not any interest, property taxes. You may provide us with satisfactory proof of payment within 30 days of the date the taxes, assessments or similar charges are due.

Insurance: You agree to keep the PROPERTY insured against fire, theft, and other perils, and to pay the cost of such insurance. You agree to pay all premiums on this insurance on time. You may not cancel or suspend the policy, or you shall not be bound by the terms of any interest. Your insurance policy or contract of insurance must be in force until we have received written notice that it has been terminated or modified without at least 30 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 make and cause to be made any claim you do not do so promptly. All proceeds payable under any insurance policy or agreement with us for the property shall be paid to the holder of any first mortgage has priority over us, whether or not endorsed payable to us, and we shall be paid the balance of the DEBT together with any interest due. We may, but need not, require that all or part of the proceeds be used for repair or replacement of the PROPERTY. We are authorized to settle, adjust or compromise any claim against any claim carrier on such written policy.

Maintenance and Repair: You agree to keep the PROPERTY in good condition and repair. You agree not to permit or allow anyone to do so. You may not modify alter or remove any structure or fixture on the PROPERTY, or any other part of the property, without our written consent. You agree to comply with all laws, ordinances, and resolutions that apply to the PROPERTY. You agree to immediately report to us if any part of the PROPERTY is damaged by casualty. You agree to pay all expenses for maintenance or other services to the PROPERTY, including:

Our Right to Perform: If you fail to pay the taxes, assessments, and other similar charges, to maintain insurance on the PROPERTY, or to perform any other obligation you have under this Mortgage, then we have the right, but not the obligation, to perform any of your obligations for you. Any amounts we spend on performing your obligations will become part of the DEBT, payable by us on demand, and will bear interest at the same rate as the DEBT bears from time to time. We have a right to enter the PROPERTY at all reasonable times to inspect the PROPERTY or perform 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 to which the holder of any first mortgage has the priority) will be paid to us and applied to the DEBT, whether or not it is then due. We may, but need not, require that all or part of the proceeds from the taking 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 AGREEMENT:

- You are in default under the AGREEMENT.
- You fail to do anything you agree to do, or do anything you agree not to do, under the terms, conditions, covenants, or conditions of this Mortgage, whether or not you have reimbursed us for any payment or expense we incur on your behalf.
- Any warranty or representation you make in this Mortgage or in any other document or instrument related to the DEBT is false or fraudulent 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 proceeding is begun with respect to the PROPERTY or any part of it, by which you are purchasing 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, lien, or other encumbrance, whether or not it is a first mortgage, lien, or other encumbrance, or legal process against or in our favor, or any other interest in the PROPERTY is transferred by operation of law.
- Any material part of the PROPERTY is damaged, whether or not concrete or masonry, or taken by exercise of power of eminent domain.
- If the holder of any first mortgage commences foreclosure of the first mortgage, whether by judicial or non-judicial means.

Remedies: If you are in default,

- We may declare the DEBT 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 purchaser a good and sufficient deed or conveyance, and obtain a deficiency judgment if the proceeds of a foreclosure sale are not sufficient to satisfy the indebtedness.
- 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 rights and remedies under such agreements. We will have no obligation to make any demand or inquiry as to the amount or sufficiency of any payment you receive or to present or file any claim or take any other action to collect or enforce the payment of any amounts to be collected under this Mortgage. We will not assume your obligations under any lease or sale agreement.
- We may pay on your behalf all or any part of the debt and obligations then secured by any first mortgage, whether or not they are then due and payable and whether or not you are then in default under the first mortgage. However, we shall not be required to do so. Any payment we make shall become part of the DEBT, and shall be payable on our demand, together with interest at the same rate as the DEBT bears from time to time.
- We may obtain or update commitments for title insurance, tax notices, title searches and other insurance concerning the PROPERTY. Any amounts that we spend in doing so will become 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 leasing 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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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 September 25, 19 95.

Witnesses:

Signature: X _____

Name: _____

Signature: X _____

Name: _____

Mortgagors:

Signature: X Ron Hawking

Name: Ron Hawking

Address: 1243 W. Dickens

Chicago, Illinois 60614

Marital Status: Married to Amy Stahr Hawking

Signature: X _____

Name: _____

Address: _____

I, Amy Stahr Hawking, am signing to solely waive my marital and homestead rights:

Amy Stahr Hawking
Amy Stahr Hawking

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

: ss.

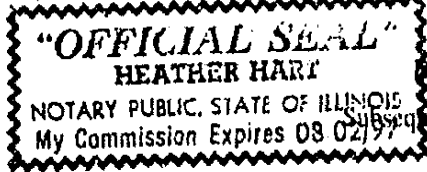
I, Heather Hart, certify that

Ron Hawking + Amy Stahr Hawking 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 his + her free and voluntary act, for the uses and purposes therein set forth.



This instrument prepared by:

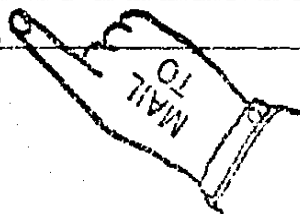
Old Kent Bank

205 S. York St.

Elmhurst, IL 60126

Dated October 18, 19 95

Subsequent tax bills are to be sent to the following.



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We will have the rights and remedies provided in this Mortgage, or otherwise provided by law. Our rights and remedies under this Mortgage are cumulative. No right or remedy will be waived by our delayed or partial exercise of any single right or remedy.

Expenses: You will pay on demand any expenses, including attorney fees, parchment fee and any legal expenses that we incur in collecting or attempting to collect this Debt. In addition you agree to pay, without limitation, all expenses for title fees, title insurance, real estate taxes, documentary evidence taxes, sales tax, public lien costs, recording costs, in taking any action in connection with any foreclosure, and first mortgage or first mortgage loan field and other costs payable by the borrower under this Mortgage. All such expenses are paid on demand and become part of the Debt.

Notices: Notices to you and yours will be presumed proper if they are mailed to you by registered mail, return receipt requested, to the address shown on the last page of this document.

Other Terms: This document is subject to the terms, conditions, covenants, and restrictions set forth in the deed and all other documents which are recorded in the public records in Cook County, Illinois, and which are referred to in this document by reference.

First Mortgage: If the Mortgage is subject to a first mortgage, you agree to make the full amount of the debt secured by the first mortgage when it is due, whether by accelerated or otherwise, and to make any payments due on the debt secured by the first mortgage. You agree to provide us with proof of payment of principal and interest on the first mortgage when you are requested. If you fail to pay any installment of principal or interest when it is due or if you have any other obligations to pay, we have the right, but not the obligation, to pay the debt secured by the first mortgage or to pay on your behalf. Any amounts we spend in performing your obligations will be one part of the DEBT payable by you on demand and will bear interest at the same rate as the DEBT bears from time to time. We may rely upon any written notice of default under the first mortgage that we receive from the holder of the first mortgage even though you question or deny the correctness, extent, or nature of the default. You shall not waive, intend or justify the first mortgage, and shall not release the debt secured by the first mortgage, without our prior written consent.

Assignment of Interest as Purchaser: You assign and mortgage to us, as additional security for the DEBT, all of your right, title, and interest in all land contracts or other agreements by which you are purchasing any part of the PROPERTY ("Purchase Agreements"). You agree to pay each installment of principal or interest required to be paid by the buyer under any such Purchase Agreement when it is due, whether by acceleration or otherwise. You also agree to pay and perform all other obligations of the buyer under any such Purchase Agreement. You agree to provide us with proof of your payment or performance of such obligations 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 or perform an other obligation under any such Purchase Agreement, we will have the right, but not the obligation, to pay the installment or to pay or perform an other obligation on your behalf. Any amounts we spend in performing your obligations will be one part of the DEBT payable by you on demand and will bear interest at the same rate as the DEBT bears from time to time. We may rely upon any written notice of default under any such Purchase Agreement that we receive from the holder of the Purchase Agreement. We may do so even though you do not know or intend to dispute the extent or nature of the default. If we do not cure a default under the Purchase Agreement and then should thereafter acquire an interest in the PROPERTY by us, either by us or by acceleration by the holder of your obligation, we shall have all rights, including, without limitation, the right to proceed with any foreclosure, to enforce or enforce any part of the Purchase Agreement or to modify any provision thereof, and will do so without our prior written consent.

Assignment of Leases and Land Contracts: You shall not lease, contract or otherwise dispose of any interest in the PROPERTY, and you shall not lease, contract or otherwise dispose of any interest in any land contracts or other agreements by which you are now selling or shall hereafter sell any interest in the PROPERTY. You shall not use any rents or profits and in other proceeds arising from any 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 perform any of your obligations, we have the right, but not the obligation, to do so on your behalf. Any amounts we spend in performing your obligations will be one part of the DEBT payable by you upon our demand, and will bear interest at the same rate as the DEBT bears from time to time. Without our prior written consent, you shall not consent to the assignment of the lease, contract or other agreement, or any part thereof, or to make any other assignment of any such lease, land contract or other agreement, or any part thereof, or to accept or collect any part of rent or of principal or interest or any other amount under such lease, land contract or other agreement, or to do any act which would release you from any obligation under the terms thereof. Nothing in this Mortgage shall be construed to release you from any part of the debt secured by any mortgage on the PROPERTY.

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