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ILLINOIS ABSTRACT

HOME EQUITY LINE MORTGAGE

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<b>GRANTOR</b> SCOTT J. SOMERVILLE DEBBIE A. WADLEY BOTH SINGLE PERSONS	<b>BORROWER</b> SCOTT J. SOMERVILLE DEBBIE A. WADLEY
<b>ADDRESS</b> 2048 WESTVIEW DR DEB PLAINES IL 600182656	<b>ADDRESS</b> 2048 WESTVIEW DR DEB PLAINES IL 600182656

**LENDER: First Bank of South Dakota (National Association)**  
**A NATIONAL BANKING ASSOCIATION**  
 141 NORTH MAIN AVENUE  
 SIOUX FALLS, SD 57117

1. **GRANT.** For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; utilities; easements; appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, issues and profits, water, oil, ditch, gas and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, including this Mortgage, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following agreement:

PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/ AGREEMENT DATE	MATURITY DATE
42,500.00	10/06/1995	10/06/2000

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(b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing;  
 (c) applicable law.

3. **PURPOSE.** This Mortgage and the Obligations described herein are executed and incurred for consumer purposes.

4. The total amount of indebtedness advanced by this Mortgage under the promissory note or agreement (the "NOTE") secured hereby shall not decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ 42,500.00 plus interest thereon. The amounts advanced to protect the lien of this Mortgage. The Note secured hereby evidences a "Revolving Credit" as defined in 815 ILCS 205/1. This Mortgage secures payment of any existing indebtedness and future advance made pursuant to the Note, to the same extent as if such future advance were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed, and to whether or not there is any indebtedness outstanding at the time any advance is made.

5. **EXPENSES.** To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's obligations under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to amounts expended for the payment of taxes, special assessments, and insurance on the Property, plus interest thereon.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to Lender that:

- (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims, except for this Mortgage and liens and encumbrances of record;
- (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any hazardous waste, toxic substances, or any other substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) inerts or nonhazardous asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
- (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
- (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and
- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

7. **TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS.** On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

8. **INQUIRIES AND NOTIFICATION TO THIRD PARTIES.** Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

9. **INTERFERENCE WITH LEASES AND OTHER AGREEMENTS.** Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor will, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

10. **COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessors, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor. Lender may, at its option, cause these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other valuable thing in respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness, Lender may, at its option, require the payment of any instrument or consideration proceeds. Grantor shall hold such instruments and other remittances in trust for Lender equal to the amount of the indebtedness. Lender shall endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or co-obligor, upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

27.50  
 24.00  
 31.50

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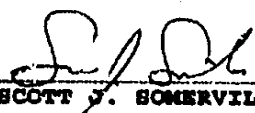
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- 24. WAIVER OF HOMESTEAD AND OTHER RIGHTS.** Grantor hereby waives all homestead or other exemptions to which Grantor would be entitled under any applicable law. If a husband and wife are both signing this Mortgage and only one of them spouses is an owner of the Property, then the spouse is signing for the sole purpose of waiving such homestead rights and other exemptions.
- 25. COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 26. SATISFACTION.** Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER.** Upon demand, to the extent permitted by law, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor for the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any California law at the time of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS.** All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses), to the extent permitted by law, in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY.** Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor of any obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER.** Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance described herein with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. PARTIAL RELEASE.** Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.
- 32. MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or any Property.
- 33. SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
- 34. NOTICE.** Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the address specified in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.
- 35. SEVERABILITY.** If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 36. APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.
- 37. MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
- 38. TRUSTEE'S EXCULPATION; MORTGAGE SIGNERS.** This Mortgage is executed by  not personally but solely as Trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust No. \_\_\_\_\_ in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by \_\_\_\_\_ are undertaken by it solely as Trustee, as aforesaid and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against \_\_\_\_\_ by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this agreement. This Mortgage is also executed by \_\_\_\_\_ one or more of whom is (are) \_\_\_\_\_ the maker(s) of the Note secured by this Mortgage, and who also may be the Beneficiary(s) of that certain Trust created with \_\_\_\_\_ as Trustee under Trust Number \_\_\_\_\_ pursuant to a Trust Agreement dated \_\_\_\_\_

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated:

\_\_\_\_\_, not personally but solely as Trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust Number \_\_\_\_\_

GRANTOR:  SCOTT J. SOMERVILLE

GRANTOR:

GRANTOR:  DEBBIE A. WASLEY

GRANTOR:

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State of ILLINOIS  
County of COOK

CORPORATE ACKNOWLEDGMENT

City of \_\_\_\_\_  
County of \_\_\_\_\_

TOD MAGNATICH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SCOTT J. SCHERVILLE DEBBIE A. MASLEY, BOTH SINGLE PERSONS

I, \_\_\_\_\_, a \_\_\_\_\_, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ as Trustees under Trust Agreement dated \_\_\_\_\_ and known as Trust Number \_\_\_\_\_ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes set forth.

personally known to me to be the same person S whose name ARE subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that The Y signed, sealed and delivered the said instrument as THSRA free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Given under my hand and official seal, this 6th day of October, 1995.

Tod M. Magnatich  
Notary Public  
Commission expires: 06/27/96

Notary Public  
Commission expires: \_\_\_\_\_

SCHEDULE A



The street address of the Property (if applicable) is: 2048 WESTVIEW DR  
DES PLAINES IL 600182656

Permanent Index No.(s): \_\_\_\_\_  
The legal description of the Property located in COOK County, Illinois is:

LOT 7 IN LAKEVIEW TOWERS UNIT NO. 1, BEING A SUBDIVISION OF THE WEST 316 FEET (AT RIGHT ANGLES MEASUREMENT) OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

For Recorder's Use:

DEPT-01 RECORDING  
12222 TRAM 9623 11/24/95 08:43:00  
48181 & JEB \*-95-8 12921  
COOK COUNTY RECORDER  
DEPT-16 PERM. TY  
\$21.00

This instrument was drafted by:  
First Bank of South Dakota (National Association)  
141 NORTH MAIN AVENUE  
SIoux FALLS, SD 57117

After recording return to:  
FIRST BANK NATIONAL ASSOCIATION  
Lien Perfection Department  
P.O. Box 64778  
St. Paul, MN 55164-0778

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