

UNOFFICIAL COPY Mortgage Securing Home Equity Line

95222138

This mortgage is made March 9, 1995 by PATRICK T. CASEY AND RUTH ANN CASEY HUSBAND AND WIFE whose address is 41 RAVENS CRAIG LN INVERNESS IL 60067 (the 'Mortgagor') who mortgages and warrants to FIRST OF AMERICA BANK - ILLINOIS, N.A. an Illinois Bank of BANNOCKBURN, Illinois (the 'Mortgagee'), land and property in the CITY OF INVERNESS of INVERNESS COOK County, Illinois, described as:

PARCEL 1: UNIT 46 IN INVERNESS ON THE PONDS CONDOMINIUM PHASE I, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT 'P' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25961209 AND AS AMENDED AND RESTATED AS DOCUMENT 26637534, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER PRIVATE STREETS, AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25961209 AND EXHIBIT 'R' ATTACHED THERETO

P.I.N. 02-16-303-047-1046

together with all buildings and fixtures on the property, whether hereafter placed or now on the property (the 'Property'). This mortgage secures performance hereof and payment of revolving line of credit indebtedness as evidenced by the Home Equity Line Agreement and Disclosure between Mortgagor and Mortgagee of even date herewith and any later modification, amendment or supplement to the agreement, as permitted by its terms, in the principal sum of seventy thousand and 00/100 \$ Dollars \$70,000.00 ('Maximum Credit'), including any and all future obligations and advances under that agreement which do not exceed the Maximum Credit, any modifications, extensions or renewals of the indebtedness under the Home Equity Line Agreement and Disclosure, and any amounts advanced by Mortgagee pursuant to this mortgage or the Home Equity Line Agreement and Disclosure to protect the security of this mortgage or which Mortgagee is authorized to pay on Mortgagor's behalf (the 'Debt'), with interest thereon and costs of collection, including attorney's fees. Mortgagor stipulates and agrees with Mortgagee that as of the date of this mortgage, Mortgagee has made no written or oral commitment of Mortgagor to make any future loans or advances under this mortgage except as provided in the Home Equity Line Agreement and Disclosure.

Mortgagor promises and agrees:

- 1. That as of the date hereof there exists no other mortgages, encumbrances or liens on or against the Property other than as follows:
2. To keep the Property insured against fire, windstorm, flood, and such other hazards as Mortgagee may require, in an amount and manner with an insurer 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 Debt and shall constitute payment on the Debt only to the extent so applied.
3. To pay all taxes, assessments and water rates levied on the Property within the time prescribed by applicable law without incurring interest or penalties and, upon request, to deliver the receipts therefor to Mortgagee, and to remove promptly any liens on the Property except (A) liens given to Mortgagee, and (B) liens specifically referred to in Paragraph 1 of this Mortgage.
4. To keep the Property in good repair.
5. The Debt secured by this Mortgage shall become due and payable without notice, at the option of the Mortgagee, if the Mortgagor shall convey, assign or transfer the Property by deed, land contract, or other instrument, or if the title thereto shall become vested in any other person or persons in any manner whatsoever.
6. The term 'default' means (A) any and all of the events set forth in the first paragraph under the caption 'Default and Remedies' in the Home Equity Line Agreement and Disclosure, (B) failure to perform any of Mortgagor's obligations under this Mortgage, and (C) failure to pay any of the Debt when due under the Home Equity Line Agreement and Disclosure of 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 and in the Home Equity Line Agreement and Disclosure shall be cumulative and in addition to any other remedies provided by law.
7. To reimburse the Mortgagee for the cost of any title search and report made after any default and for all taxes and assessments levied on the Property and paid by Mortgagee.
8. If a default occurs, Mortgagee may, among other remedies, under the Home Equity Line Agreement and Disclosure, after giving any required notice to and allowing for any corresponding action to cure by Mortgagor, terminate the line of credit and require Mortgagor to pay the Debt in one payment or temporarily prohibit additional advances under the line of credit. Mortgagee may foreclose this Mortgage in the manner provided by applicable law.
9. That if Mortgagor defaults in the performance of any of the obligations imposed by this Mortgage, 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 rate specified in the Home Equity Line Agreement and Disclosure, and such sums shall be secured by this Mortgage.

75-48-422, D2, LD, CC

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$23.00  
 1#0012 TRAN 3384 04/03/95 13:28:00  
 44623 4 JJ #195-222138  
 COOK COUNTY RECORDER

# UNOFFICIAL COPY

- 10. All right of homestead exemption in the Property is waived by Mortgagor.
- 11. That the Debt is subject to interest at a variable rate as provided in the Home Equity Line Agreement and Disclosure which, in part, provides as follows:

**VARIABLE ANNUAL PERCENTAGE RATE:** The FINANCE CHARGE will be calculated and assessed each month at the then applicable monthly periodic rate which is based on an ANNUAL PERCENTAGE RATE which will change upward or downward according to changes in the highest Wall Street Journal Prime Rate as published in The Wall Street Journal (the 'Index Rate').

The ANNUAL PERCENTAGE RATE will be reviewed on the 15th day of March, June, September and December and if the Index Rate is different from what it was on the day of previous review, the ANNUAL PERCENTAGE RATE, will be changed effective on the first day of the next billing cycle. The ANNUAL PERCENTAGE RATE will be determined by adding the margin as set forth in the Home Equity Line Agreement and Disclosure to the Index Rate. In no instance shall the ANNUAL PERCENTAGE RATE exceed 18.0% nor be less than 6%. The new ANNUAL PERCENTAGE RATE will apply to any existing Account balance and to any new advances.

The current monthly periodic rate and ANNUAL PERCENTAGE RATE are shown at the beginning of this Agreement.

To obtain the monthly periodic rate shown on your statement, divide the ANNUAL PERCENTAGE RATE by 12.

An increase in the Index Rate will result in an increase in the ANNUAL PERCENTAGE RATE. It may also result in an increase in your minimum monthly payment and/or an increase in the number of payments required to pay the new balance.

The ANNUAL PERCENTAGE RATE described in this Agreement includes only interest and does not include other costs described in this Agreement.

In Witness Whereof, Mortgagor has signed this instrument the day and year first above written.

Signed and delivered in the presence of:

*Patrick T. Casey*  
 \_\_\_\_\_  
 PATRICK T. CASEY

*Ruth Ann Casey*  
 \_\_\_\_\_  
 RUTH ANN CASEY

STATE OF <sup>FLORIDA</sup> ~~ILLINOIS~~  
 COUNTY OF LEE } ss.

I, LINDA S. STANSON, a Notary Public in and for said County and State, do hereby certify that PATRICK T. CASEY AND RUTH ANN CASEY

who IS/ARE 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 HE/HER/HIS/HERS

signed, sealed and delivered the said instrument as HIS/HER/THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given my hand and Notarial Seal March 9, 1995

*Linda S. Stanson*  
 \_\_\_\_\_  
 Notary Public

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DRAFTED BY AND RETURN TO: )

FIRST OF AMERICA BANK - ILLINOIS, N.A.  
ATTN: LOAN DEPARTMENT  
325 N. MILWAUKEE AVE.  
LIBERTYVILLE, IL 60048

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