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95302076

Mortgage Securing Home Equity Line

Cosmopolitan Bank and Trust Successor Trustee to Cosmopolitan National Bank of Chicago

This mortgage is made April 20, 1995 by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1976 AND KNOWN AS TRUST NUMBER 23233 AND NOT PERSONALLY

(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 CHICAGO, Illinois

COOK County, Illinois, described as:

LOT 7 IN SZYWALA'S SUBDIVISION UNIT NO. 2, A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 09-23-103-072-0000

ChA: 5419 Clifton St., N.E., Illinois

28.00
23.00
47.00

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 Mortgagee and Mortgagor of even date herewith and any later modification, amendment or supplement to the agreement, as permitted by its terms, in the principal sum of One Hundred Thousand and 00/100'S Dollars \$100,000.00 (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 lien 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.

BOX 333-CTI

7543468 FI AD 2024

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SECRET

Property of Cook County Clerk's Office

DEPT-01 RECORDING
1#0012 TRAN 3991 05/98/95 13:17
\$7707 + JM *--95-30206
COOK COUNTY RECORDER
DEPT-10 PENALTY
\$22.00

953070762180076

COOK COUNTY CLERK'S OFFICE

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- 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 8%. 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:

For signatures and exculpatory provisions, see rider hereto attached which is expressly incorporated herein and made a part hereof.

~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO,~~
~~A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER~~ ~~Cosmopolitan Bank and Trust~~
~~TRUST AGREEMENT DATED DECEMBER 1, 1976 AND KNOWN~~ ~~Successor Trustee to~~
~~AS TRUST NUMBER 23233 AND NOT PERSONALLY~~ ~~Cosmopolitan National Bank of Chicago~~

STATE OF ILLINOIS }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that:

whc. _____ personally known to me to be the same person whose name
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____

signed, sealed and delivered the said instrument at _____
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, _____

Notary Public

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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This mortgage is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereof, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as trustee as aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President _____ and its corporate seal to be hereunto affixed and attested by its Land Trust Administrator _____ this 20th day of April, 19 95.

COSMOPOLITAN BANK AND TRUST, AS TRUSTEE AS AFORESAID & NOT PERSONALLY

ATTEST:

BY: Todd M. Cordell
Land Trust Administrator

BY: Alice A. Lanham
Assistant Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

95302076

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Alice A. Lanham and Todd W. Cordell of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Land Trust Administrator 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator when and there acknowledged that said Land Trust Administrator 's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 20th day of April, 19 95.

OFFICIAL SEAL
PATRICK M. CLARKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-19-98

Patrick M. Clarke
Notary Public

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03/15/2022