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WHEN RECORDED, MAIL TO

Bell West Credit Union
7222 W. Cermak Rd, Ste 702
North Riverside, IL 60546

DEPT-01 RECORDING \$27.00
T#0000 TRAN 1610 05/15/95 12:13:00
#7296 : C.J. *--95--315632
COOK COUNTY RECORDER

REVOLVING CREDIT MORTGAGE

THIS MORTGAGE CONTAINS A DUE ON SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST. THIS MORTGAGE WAS PREPARED BY **Deborah S Groenendal for Bell West Credit Union**

THIS MORTGAGE is made this 9th day of May, 1995
between the Mortgagor, **Kevin G. Freitag and Mary Ann Freitag, his wife, in Joint Tenancy**
(herein "Borrower"),
and the Mortgagee, **Bell West Credit Union**
(herein "Lender")
a corporation organized and existing under the laws of **Illinois**
whose address is **7222 W. Cermak Rd, Ste 702**
North Riverside, IL 60546

WHEREAS Borrower is indebted to Lender as described in this paragraph,
TO SECURE to Lender

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the **COAMLINE II Home Equity Plan Credit Agreement** and Truth in Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed **Fifty Thousand Dollars even** (\$ 50,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable **Ten (10)** years from the date of this Mortgage.
- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
- (3) The performance of the covenants and agreements of Borrower herein contained.

BORROWER does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of **Cook**, State of **Illinois**

Lot 2 and 3 in Block 1 in first addition to H. O. Stone and Company's 95TH Street Columbus Manor, being a Subdivision of the South East 1/4 of the North West 1/4 of the North West 1/4 and the South West 1/4 of the North West 1/4 of Section 8, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

First American Equity Loan Services, Inc.

MAIL TO → BOX 352

which has the address of **9602 Merrimac Avenue**

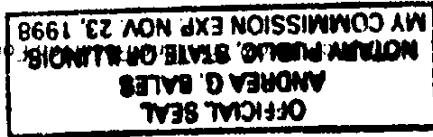
Oak Lawn, Illinois **60453** (herein "Property Address")

Property Tax ID No **24-08-110-022 & 24-08-110-023**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Handwritten signature/initials

950510632



My Commission Expires

Given under my hand and official seal this 26th day of May 1995

Andrea Bales

(Notary Public and Recorder)

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they delivered the said instrument as their free voluntary act for the uses and purposes therein set forth

Kevin G. Freitag and Mary Ann Freitag, his wife, in joint tenancy a Notary Public in and for said county and state, do hereby certify that

Cook

Mary Ann Freitag

Kevin G. Freitag
Mary Ann Freitag

Notary

Notary

IN WITNESS WHEREOF, Borrower has caused this Mortgage

to be signed and sealed by me and of my office to be in force and effect

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over the Mortgage to give notice to the holder of the Mortgage set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other action to be taken

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

21. Release. The Mortgage secures a revolving line of credit and advances may be made, repaid, and remain from time to time under the terms of the Credit Agreement. Lender shall discharge this Mortgage when Borrower has (1) paid all sums secured by this Mortgage and (2) has requested (a) that the line of credit be canceled or (b) that the line of credit be reduced below the amount for which it was originally advanced in full payment. Lender shall release this Mortgage without charge to Borrower when it is so advanced in full payment.

22. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

23. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

2001-10-02