

UNOFFICIAL COPY

Mortgage Securing Home Equity Line

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This mortgage is made April 18, 1995
 by ARTHUR RAFF AND IRINA K RAFF HUSBAND AND WIFE
 whose address is 1037 HIGHLAND LANE GLENVIEW IL 60025
 (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 GLENVIEW
COOK County, Illinois, described as:
LOT 8 IN C.D. JOHNSON COMPANY'S HIGHLAND LANE, A SUBDIVISION
OF PART OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 41
NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS

F.I.N. 04-33-116-004-0000

DEPT-01 RECORDING \$24.00
 T00008 TRAN 322R 05/23/95 1142:00
 33748 0 V# 4-95-336044
 COOK COUNTY RECORDER
 DEPT-01 PENALTY \$20.00

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 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 Fifteen Thousand and 00/100's Dollars \$15,000.00 ('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.

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