

Mortgage —
Home Equity Line of Credit

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

DEPT-01 RECORDING
T#0015 TRAN 6072 09/24/96 19:08:00
#9308 # CT # -96-728295
COOK COUNTY RECORDER

-96-728295

DEPT-01 RECORDING \$27.50
T#0015 TRAN 6050 09/23/96 16:08:00
~~#9259 # CT # -96-725008~~
COOK COUNTY RECORDER

96725008

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagee. Additional terms of the Mortgage appear on the additional page(s).

The Mortgagor mortgages and warrants to the Mortgagee land located in the CITY of HOFFMAN ESTATES, County of COOK State of Illinois, described as follows:

PARCEL 1:
AREA 28 SUBAREA A, IN CASEY PAFMS UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

PARCEL 2:
EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED OCTOBER 31, 1990 AS DOCUMENT 90532380

PIN# 07-17-112-020

COMMON ADDRESS: 951 SWEETFLOWER DR.
HOFFMAN ESTATES, IL. 60194

together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY").

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain _____

HOME EQUITY LINE OF CREDIT DISCLOSURE

Agreement

dated MARCH 5, 19 96, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 25,000.00 unless the limit is increased and a Notice of Increase is filed in the Office of the Register of Deeds where this Mortgage has been recorded. Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make, future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Register of Deeds where this Mortgage has been recorded, a Notice of Termination of Obligation which shall recite the then outstanding indebtedness under the Agreement.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereof) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect hereto, including but not limited to payment for taxes, special assessments or insurance on the real estate and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the extent of the maximum amount secured hereby.

27.50 GT

COOK COUNTY RECORDER

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MORTGAGE AGREEMENT

These terms are part of your Mortgage. You agree to be bound by these terms and conditions set forth here. Mortgage is the loan made by "Mortgage" and each person who signs the Mortgage. "We" is "Mortgage" and "Mortgagee" are the Bank who name appears on the other side of any page to which the Mortgage refers. "Mortgage" is a contract between Mortgagee and you. Such terms as "AGREEMENT" refer to the Mortgage.

Promise to Pay: You promise to pay all DEBT in accordance with the terms of the AGREEMENT and this Mortgage.
Warranties: You represent and warrant to us that all information provided by you is true and correct. In the event of a default under this Mortgage, we shall have the right to require you to indemnify us for the cost of defending our interests in the PROPERTIES, and any litigation of the DEBT, and we shall be entitled to recover any amount paid by us to third parties.

Taxes: You agree to pay all taxes, assessments and charges levied on the PROPERTIES, including all property taxes, and to provide us with satisfactory proof of payment within ten days of the date of assessment or collection, whichever is later.
Insurance: You agree to keep the PROPERTIES insured against fire, theft, and other perils, and to provide us with satisfactory proof of insurance coverage. You agree to pay all premiums on this insurance in full. If the insurance policy is terminated, you shall be deemed to have breached this agreement. You shall maintain liability insurance in the amount of \$1,000,000.00 for each PROPERTIES. If any insurance policy is terminated or modified within at least thirty days of the end of a term of this agreement, you shall be deemed to have breached this agreement.

You agree to immediately notify us of any loss of or damage to the PROPERTIES, and to provide us with satisfactory proof of insurance coverage. You shall do so promptly. All proceeds payable under any insurance policy shall be applied to the payment of the DEBT. If the mortgage has priority over such proceeds, whether in a jurisdiction or otherwise, you shall be deemed to have breached this agreement. If the proceeds are not applied to the DEBT, we may bring an action against you to recover the amount of the DEBT not paid by the insurance proceeds. We shall have the right to adjust or compromise, as we deem appropriate, any claim made against the PROPERTIES.

Maintenance and Repair: You agree to keep the PROPERTIES in good repair and condition, and to pay for all repairs and maintenance. You shall be deemed to have breached this agreement if you fail to do so. You shall also keep the PROPERTIES in good repair and condition, and to pay for all repairs and maintenance. You shall be deemed to have breached this agreement if you fail to do so. You shall also comply with all laws, ordinances and regulations that apply to the PROPERTIES. You shall be deemed to have breached this agreement if you fail to do so.

Our Right to Perform: If you fail to perform any of the obligations set forth in this Mortgage, we shall have the right to perform any of the obligations on your behalf. We shall be deemed to have breached this agreement if we fail to do so. Any amounts we spend in performing any of our obligations shall be deemed to have been added to the DEBT. You shall be deemed to have breached this agreement if you fail to pay the interest at the same rate as the DEBT bears, or if you fail to pay the DEBT. We shall have the right to take any action which we deem appropriate to enforce the PROPERTIES in performance of your obligations.

Condemnation: If any part of the PROPERTIES is taken for public use, or is destroyed or damaged by a natural disaster, or if the proceeds of the taking (except any portion of the proceeds that is used to pay the DEBT) is not applied to the payment of the DEBT, we may bring an action against you to recover the amount of the DEBT not paid by the proceeds. We shall have the right to adjust or compromise, as we deem appropriate, any claim made against the PROPERTIES damaged or destroyed. You shall be deemed to have breached this agreement if you fail to rebuild or restore any part of the PROPERTIES damaged or destroyed.

Default: You will be in default under this Mortgage if you are in default under the AGREEMENT.

- You are in default under the AGREEMENT.
- You fail to do anything you are to do under the Mortgage, whether or not you have received the deed to your behalf and whether or not you have reimbursed us for any payments, interest or expenses we are to pay to you.
- Any warranty or representation you made in this Mortgage or in any other agreement with the DEBT, is or is not in any material respect when made.
- You fail to pay any other debt that is secured by a lien on the PROPERTIES.
- A foreclosure or forfeiture proceeding is begun with respect to the PROPERTIES in any jurisdiction in which you have an interest in the PROPERTIES.
- You sell, transfer, or lease any interest in the PROPERTIES without our written consent.
- You cause or permit any interest in the PROPERTIES to be subjected to a lien, mortgage, or other encumbrance, attachment, garnishment, or other encumbrance or legal process, except in our favor or any mortgage or deed of trust in the PROPERTIES, in any jurisdiction, or in any operation of law.
- Any material part of the PROPERTIES is damaged, whether or not you are liable for the damage, and the damage is not covered by insurance.
- If the holder of any first mortgage commences foreclosure of the first mortgage on the PROPERTIES in any jurisdiction, or if you are in default under the first mortgage.

Remedies: If you are in default:

- We may declare the DEBT to be immediately due and payable with all interest then accrued.
- We may foreclose this Mortgage.
- We may sell any part of the PROPERTIES at public or private sale, or in any other manner, and we may take any action necessary to execute our powers, and obtain a deficiency judgment if the proceeds of the sale are not sufficient to pay the DEBT.
- We may, to the extent permitted by law, file any lawsuit, or commence any legal proceedings, or take any action necessary to enforce our rights under this agreement by which you are leasing or selling any part of the PROPERTIES, or to enforce any other agreement, or to enforce any other agreement, or to enforce any other agreement. We will have no obligation to make any defense or payment on your behalf in any such lawsuit or legal proceedings, or to take any action necessary to enforce our rights under this agreement. We will not assume your obligations under any lease or sale agreement.
- We may pay on your behalf all or any part of the debt and obligations secured by a lien on the PROPERTIES, and we may, if we so choose, pay all or any part of the DEBT, and payable and whether or not you are then in default under the first mortgage. However, any such payment or payment by us shall become part of the DEBT, and shall be payable on our demand, together with interest on the same, and shall be added to the DEBT from time to time.

We may obtain or update commitments for title insurance, tax lien releases, and other documents necessary to enforce our rights under this agreement. Any amounts that we spend in doing so will become part of the DEBT.

We may exercise any of your rights and options under any lease, land contract, or other agreement by which you are leasing or selling any interest in the PROPERTIES, including any option to purchase the PROPERTIES or to renew or extend the term of the lease, land contract or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. We will have no obligation to exercise any such right or option.

Prior to the entry of judgment of foreclosure, Mortgagee and Mortgagee agree that Mortgagee shall not be entitled to possession of the premises.

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Additional Provisions.

Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

NONE

Additional Provisions.

NONE

Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the reverse of pages 1 & 2.

The Mortgagor has executed this Mortgage as of MARCH 5, 19 96.

Witnesses:

Signature: X _____

Name: _____

Signature: X _____

Name: _____

Mortgagors:

Signature: X Debra J. Cioccolanti

Name: DEBRA J. CIOCCOLANTI

Address: 951 SWEETFLOWER DR.

HOFFMAN ESTATES, IL. 60194

Marital Status: DEBRA J. CIOCCOLANTI, A WIDOW

Signature: X _____

Name: _____

Address: _____

STATE OF ILLINOIS)

COUNTY OF COOK)

I, THE UNDERSIGNED

DEBRA J. CIOCCOLANTI

certify that

DEBRA J. CIOCCOLANTI 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 SHE signed and delivered the instrument

as HER free and voluntary act, for the uses and purposes therein set forth.

Dated MARCH 5, 19 96

This instrument prepared by:

CHRISTINE OSTERMAN

3333 BEVERLY ROAD

HOFFMAN ESTATES, IL. 60179

Subsequent tax bills are to be sent to the following.

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We will have the rights and remedies provided in this Mortgage or otherwise provided by law. Our rights and remedies under this Mortgage are cumulative. No right or remedy will be waived by our delayed or partial exercise of any right or remedy.

Expenses: You will pay on demand any expenses, including attorney's fees, incurred by us in any and every effort to enforce the terms of this Mortgage or attempting to collect this Debt. In addition, you agree to pay, without limitation, all reasonable costs, including reasonable attorney's fees, incurred by us in obtaining documentary evidence, expert witnesses, publication of notices, or any other costs, whether or not we are successful in collecting this Debt, for protecting our rights and enforcing your obligations under this Mortgage. All such expenses, whether or not they actually become part of the Debt.

Notices: Notices to you and yours will be presumed proper if mailed to the last known or best known address for the Debtor(s) and delivered personally.

Other Terms: This Mortgage is binding on your heirs, executors, administrators, personal representatives, successors and assigns. Any provision of this Mortgage that seeks to limit the application of law shall be construed to apply to the maximum provisions.

First Mortgage: If this Mortgage is subject to a first mortgage, you agree to pay, in full, any and every installment of such first mortgage as it is due, whether by acceleration or otherwise. Your payment of any such installment of such first mortgage shall constitute your payment of principal or interest when it is due or if you fail to pay or perform your obligations under this Mortgage. Any such payment of such first mortgage obligations will become part of the DEBT payable by you to us. If you fail to pay or perform your obligations under this Mortgage, we may rely upon any written notice of default or acceleration, or any other notice of default or acceleration, of the first mortgage, to increase the debt secured by the first mortgage, without our notice or consent.

Assignment of Interest as Purchaser: You assign and agree to assign to us, in full, all of your right, title and interest in and to the DEBT, including all of your right, title and interest in and to all land contracts or other arrangements by which you are bound to pay to the PROPERTY Purchaser, Vendor, or lessor. You agree to pay each installment of principal or interest required to be paid by the PROPERTY Purchaser, Vendor, or lessor to the bank, lender, creditor, or other person, or acceleration or otherwise. You also agree to provide us with proof of your payment or performance whenever we request it. If you fail to pay or perform your obligations under this Mortgage when it is due or if you fail to pay or perform your obligations under this Mortgage, we may rely upon any written notice of default or acceleration, or any other notice of default or acceleration, of the first mortgage to increase the debt secured by the first mortgage, without our notice or consent. Any such payment of such first mortgage obligations will become part of the DEBT payable by you to us. If you fail to pay or perform your obligations under this Mortgage, we may rely upon any written notice of default or acceleration, or any other notice of default or acceleration, of the first mortgage to increase the debt secured by the first mortgage, without our notice or consent. We may do so even though you are a bona fide purchaser of the DEBT from the holder of your obligations, and they shall then own a perfected security interest in the DEBT. As a result of our assignment of this Mortgage to us, the holder of your obligations, we shall have all the rights, remedies, and powers as if you were the holder of your obligations, without our notice or consent. We may do so even though you are a bona fide purchaser of the DEBT from the holder of your obligations, and they shall then own a perfected security interest in the DEBT. As a result of our assignment of this Mortgage to us, the holder of your obligations, we shall have all the rights, remedies, and powers as if you were the holder of your obligations, without our notice or consent.

Assignment of Leases and Land Contracts: As collateral security for the DEBT, you assign to us, in full, all of your right, title and interest in and to the PROPERTY by you as lessor and by all existing and future land contracts or other agreements, whether or not they have been fully performed or completed, the PROPERTY. You assign to us any rents or profits, and all other proceeds or income from any and all of the above-described arrangements. You agree to pay and perform all of your obligations and covenants under all such leases, and to provide us with proof of such payment or performance whenever we request it. If you fail to pay or perform your obligations under this Mortgage when it is due or if you fail to pay or perform your obligations under this Mortgage, we may rely upon any written notice of default or acceleration, or any other notice of default or acceleration, of the first mortgage to increase the debt secured by the first mortgage, without our notice or consent. Any such payment of such first mortgage obligations will become part of the DEBT payable by you to us. If you fail to pay or perform your obligations under this Mortgage, we may rely upon any written notice of default or acceleration, or any other notice of default or acceleration, of the first mortgage to increase the debt secured by the first mortgage, without our notice or consent. We may do so even though you are a bona fide purchaser of the DEBT from the holder of your obligations, and they shall then own a perfected security interest in the DEBT. As a result of our assignment of this Mortgage to us, the holder of your obligations, we shall have all the rights, remedies, and powers as if you were the holder of your obligations, without our notice or consent.

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