

# UNOFFICIAL COPY

96787594

SEE EXHIBIT "A"

RETURN TO:  
FIRST OF AMERICA BANK  
HOME EQUITY, R-K01-45  
16333 TRENTON ROAD  
SOUTHGATE, MI 48195

DEPT-Q1 RECORDING

\$27.50

140011 TRAN 3702 10/15/96 25134100

13000 KP 4-96-787594

COOK COUNTY RECORDER

70650580019476

**FIRST OF AMERICA.**

## Mortgage Securing Home Equity Line

This mortgage is made this 30th day of May, 1996, by EDWARD R GARNITY JR AND LINDA A GARNITY, HUSBAND AND WIFE whose address is 1200 S STONE AVE LA GRANGE IL 60525

, by

2750  
ew

(the "Mortgagor") who mortgages and warrants to First of America- ILLINOIS, N.A., an Illinois Bank of BANNOCKBURN, Illinois (the "Mortgagee"), land and property in the CITY OF LA GRANGE, COOK County, Illinois, described as:

SEE EXHIBIT "A"

C94563

96787594

together with all building 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 day herewith and any later modification, amendment or supplement to the agreement, as permitted by its terms, in the principal amount 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 amount 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 to Mortgagor to make any future loans or advances under this mortgage except as provided in the Home Equity Line Agreement and Disclosure.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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: FIRST OF AMERICA BANK-ILLINOIS N.A. IN THE AMOUNT OF \$106,997.00.
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 the 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 or 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 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.
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 Index Rate will be reviewed on the 25th day of each month (the "Review Date"), and if the Index Rate is different from what it was on the previous Review Date, the ANNUAL PERCENTAGE RATE will be changed effective on the first day of the following month's billing cycle (as "Adjustment Date"). There is no limit on the amount by which the rate can change on any Adjustment Date. If the Review Date is a day other than a day on which the Prime Rate is published, then the Prime Rate as published immediately before the Review Date shall apply. The ANNUAL PERCENTAGE RATE will be determined by adding the margin to the Index Rate. The ANNUAL PERCENTAGE RATE will not exceed 18% for accounts that originate in Michigan or Florida, and will not exceed 21% for accounts that originate in Illinois, Indiana or Iowa. The ANNUAL PERCENTAGE RATE will not be less than 6%. The new ANNUAL PERCENTAGE RATE will apply to any existing account balance and to any new advances.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

The current monthly periodic rate, the current ANNUAL PERCENTAGE RATE, and the margin are shown at the beginning of this Agreement. The rate information will be provided on or with each periodic statement. 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:

Edward R. Garrity Jr  
EDWARD R GARRITY JR

Linda A. Garrity  
LINDA A GARRITY

STATE OF ILLINOIS

COUNTY OF Cook

)  
) S.S.  
)

I, Joan M. King, a Notary Public in and for said County and State, do hereby certify that EDWARD R GARRITY JR AND LINDA A GARRITY

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/SHE/THEY 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 this 30th day of May, A.D. 1996

DRAFTED BY AND RETURN TO:

Joan M. King  
Notary Public

CONSUMER LOAN SERVICES, AFRIC-805-88  
115 E. WASHINGTON  
BLOOMINGTON, IL 61701  
c/o First of America Bank- ILLINOIS, N.A.



UNOFFICIAL COPY

Property of Cook County Clerk's Office

4878913

# UNOFFICIAL COPY

EXHIBIT A  
TO

## REAL ESTATE MORTGAGE

### Description of Real Estate

Tax Identification Number: 18-09-324-034

LOT 2 IN A.R. MITCHELL'S SUBDIVISION OF THE NORTH 2 ACRES (EXCEPT THE SOUTH 175 FEET THEREOF) AND (EXCEPT THE NORTH 33 FEET AND THE EAST 33 FEET EXCEPT THE NORTH 33 FEET THEREOF) OF THE TRACT DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 195.47 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE 469.72 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4, 334.55 FEET; THENCE SOUTH 469.72 FEET TO A POINT 334.15 FEET EAST OF THE WEST LINE OF SECTION 9; THENCE WEST 334.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

03767394

UNOFFICIAL COPY

Property of Cook County Clerk's Office

SC767394