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DEPT-01 RECORDING \$31.00
T#0012 TRAN 0556 05/13/96 12:31:00
#2017 ÷ CG *-96-361384
COOK COUNTY RECORDER

Mortgage -
Home Equity Line of Credit

OLD KENT
BANK

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

31.00 mm

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 following pages.

The Mortgagor mortgages and warrants to the Mortgagee land located in the TOWN _____ of
OLYMPIA FIELDS, County of Cook, State of Illinois, described as follows:
SEE ATTACHED LEGAL DESCRIPTION

together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, and all rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilation 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 and

Agreement dated April 19, 1996, including all extensions, renewals, and modifications thereof ("Agreement").

The Agreement has a credit limit of \$ 10,000.00, 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

BOX 333-CTI

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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 office in the county in which the property is located. The total amount of indebtedness secured hereby (including disbursements which the Mortgage may make under this Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgage may make under this Agreement, 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.

Additional Provisions.

Mortgagee 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 Mortgagee does hereby expressly release and waive.

Additional Provisions.

Each Mortgagee agrees to all of the terms of the Mortgage Agreement, which appear on the following pages. The Mortgagee has executed this Mortgage as of April 19, 1996.

Witnesses: _____
Signature: X _____
Name: _____
Signature: X _____
Name: _____
Address: 20309 ARCADIAN DRIVE
OLYMPIA FIELDS, IL 60461-1301
Marital Status: UNMARRIED
Signature: X _____
Name: LARRY D. SULTON
Address: 20309 ARCADIAN DRIVE
OLYMPIA FIELDS, IL 60461-1301

Mortgagee: _____
Signature: X _____
Name: _____
Address: _____
State of Illinois
COUNTY OF COOK
ss. _____
I, _____, certify that LARRY D. SULTON, a bachelor,

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 signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

NOTARY PUBLIC STATE OF ILLINOIS
JULIE ABEL
OFFICIAL SEAL
This instrument prepared by
NOTARY PUBLIC STATE OF ILLINOIS
MA 7/1996

Old Kent Mortgage Company
Sandra K. Monteth
28 North Grove Avenue
Evan, Illinois 60120

Send Recorded Documents To:
Old Kent Financial Corporation
Attn: Corp. Consumer Loan Operation Department
1850 East Paris CSC1
Kentwood, MI 49546

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MORTGAGE AGREEMENT

These terms are part of your Mortgage. You agree to be bound by these terms when you sign the Mortgage. In this Mortgage "you", "your" and the "Mortgagor" mean each person who signs this Mortgage. "We", "us", "our" or the "bank" and the "Mortgagee" mean the Bank whose name appears on the Mortgage or anyone to whom the Bank's interest in this Mortgage is assigned. In this Mortgage, words printed in capital letters (such as "AGREEMENT") refer to information in the Mortgage Agreement.

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 financial and other information that you have given us or will give us concerning you, the PROPERTY, and any guarantor of the DEBT is and will be complete, correct and not misleading.

Taxes: You agree to pay all taxes, assessments and similar charges levied on the PROPERTY before any interest or penalty attaches. You must provide us with satisfactory proof of payment within ten days of the date the taxes, assessments or similar charges are due.

Insurance: You agree to keep the PROPERTY insured against loss or damage within limits, forms of coverage, and insurers acceptable to us. You agree to pay all premiums on this insurance when due. Each insurance policy must provide that any loss will be payable to us to the extent of our interest. Your insurance policy or certificate of insurance must be delivered to us. Each policy must provide that it may not be cancelled, terminated or modified without at least ten days' prior written notice to us.

You agree to immediately notify us of any loss or damage to the PROPERTY. We have the right to make any insurance claim if you do not do so promptly. All proceeds payable under any insurance policy (except any portion of the proceeds as to which the holder of any first mortgage has priority over us), whether or not endorsed payable to us, shall be paid directly to us, and applied to the DEBT, whether or not it is then due. We may, but need not, require that all or part of the proceeds be used to rebuild or restore the PROPERTY. We are authorized to settle, adjust or compromise, as your agent, any claim under any such insurance policy.

Maintenance and Repair: You agree to keep the PROPERTY in good condition and repair. You agree not to permit or allow any waste of the PROPERTY. You may not substantially alter or remove any structure or fixture on the PROPERTY without our prior written consent. You agree to comply with all laws, ordinances and regulations that apply to the PROPERTY. You agree to promptly repair or rebuild any part of the PROPERTY damaged by casualty. You agree to pay all charges for utilities or other services to the PROPERTY when due.

Our Right to Perform: If you fail to pay the taxes, assessments and other similar charges, to maintain insurance on the PROPERTY, or to perform any other obligation you have under this Mortgage, then we have the right, but not the obligation, to perform any of your obligations for you. Any amounts we spend in performing your obligations will become part of the DEBT, payable by you upon demand, and will bear interest at the same rate as the DEBT bears from time to time. We have the right to enter the PROPERTY at all reasonable times to inspect the PROPERTY or perform any of your obligations.

Condemnation: If any part of the PROPERTY is taken, either temporarily or permanently, by condemnation or power of eminent domain, the proceeds of the taking (except any portion of the proceeds as to which the holder of any first mortgage has priority over us) shall be paid to us and applied to the DEBT, whether or not it is then due. We may, but need not, require that all or part of the proceeds from the taking be used to rebuild or restore any part of the PROPERTY damaged or destroyed as a result of the taking.

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 agree to do, or do anything you agree not to do, under this Mortgage, whether or not we have cured the default on your behalf and whether or not you have reimbursed us for any payments or expenses we incurred in curing the default.
- Any warranty or representation you made in this Mortgage or in any other document in connection with the DEBT is false or inaccurate in any material respect when made.
- You fail to pay any other debt that is secured by a lien on the PROPERTY when it is due.
- A foreclosure or forfeiture proceeding is begun with respect to the PROPERTY or any contract by which you are purchasing the PROPERTY.
- You sell, transfer, or lease any interest in the PROPERTY without our written consent.
- You cause or permit any interest in the PROPERTY to be subjected to a mortgage (other than an existing first mortgage), lien, writ of attachment, garnishment, or other encumbrance or legal process except in our favor, or any interest in the PROPERTY is transferred by operation of law.

First Mortgage: If this Mortgage is subject to a first mortgage, you agree to pay each installment of the debt secured by the first mortgage when it is due, whether by acceleration or otherwise. You also agree to pay and perform all other obligations of the mortgage under the first mortgage. You agree to provide us with proof of payment or performance under the first mortgage whenever we request it. If you fail to pay any installment of principal or interest when it is due or if you fail to pay or perform any other obligation under the first mortgage, we have the right, but not the obligation, to pay the installment or part of the DEBT, payable by you on our demand, and will bear interest at the same rate as the DEBT bears from time to time. We may rely upon any written notice of default under the first mortgage that we receive from the holder of the first mortgage even though you question or deny the existence, extent, or nature of the default. You shall not renew, extend or modify the first mortgage, and shall not increase the debt secured by the first mortgage, without our prior written consent.

Other Terms: This Mortgage is binding on your heirs, executors, administrators and personal representatives, and will inure to the benefit of our successors and assigns. Any provision of this Mortgage that is held invalid under applicable law will not affect the validity of the remaining provisions.

Notices: Notices to you and to us will be presumed properly given when mailed to the respective addresses listed on this Mortgage, or if delivered personally.

Expenses: You will pay on demand any expenses, including attorney fees, paralegal's fees, and any legal expenses that we incur in collecting or attempting to collect this Debt. In addition you agree to pay, without limitation, all expenses for filing fees, title insurance, real estate taxes, documentary evidence, expert witnesses, publication costs, recording of fees, in taking any action in connection with any foreclosure of any first mortgage, or in protecting our rights and enforcing your obligations under this Mortgage. Any such expenses not paid on demand will become part of the Debt.

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 single right or remedy.

• Prior to the entry of judgment of foreclosure, Mortgagee agrees that the Mortgagor shall not be entitled to possession of the premises.

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

• We may obtain or update commitments for title insurance, tax histories, title searches and title insurance concerning the PROPERTY. Any amounts that we spend in doing so will become part of the DEBT.

• We may pay on your behalf all or any part of the debt and obligations then secured by any first mortgage, whether or not they are then due and payable and whether or not you are then in default under the first mortgage. However, we will not be required to do so. Any payment we make shall become part of the DEBT, and shall be payable on our demand, together with interest at the same rate as the DEBT bears from time to time.

• We may, to the extent permitted by law, collect any rents, profits, or other amounts due you from any lease, land contract, or other agreement by which you are leasing or selling any interest in the PROPERTY, and exercise your rights and remedies under such agreements. We will have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment we receive or to prevent or file any claim or take any other action to collect or enforce the payment of any amounts we are entitled to under this Mortgage. We will not assume your obligations under any lease or sale arrangement.

• We may sell any part of the PROPERTY, at public sale, and execute and deliver to such purchasers good and sufficient deeds of conveyances, and obtain a deficiency judgment if the proceeds of a foreclosure sale are not sufficient to satisfy the indebtedness.

• We may declare the DEBT to be immediately due and payable without notice or demand.

Remedies: If you are in Default:

• If the Holder of any first mortgage commences foreclosure of the first mortgage, whether by action or by advertisement.

• Any material part of the PROPERTY is damaged, whether or not covered by insurance, or taken by condemnation or power of eminent domain.

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the DEBT, all of your right, any part of the PROPERTY be paid by the buyer under agree to pay and perform all with proof of your payment or when it is due or if you fail to do so, but not the obligation, to the spend in performing your the same rate as the DEBT Purchase Agreement that we or deny the existence, extent all then occur a forfeiture or obligations, we shall have all a foreclosure, forfeiture, or amend or modify any provision

the extent permitted by law, in (a) all existing and future are land contracts or other you assign to use any rents or you agree to pay and perform and to give us proof of such actions, we have the right, but actions will become part of the T bears from time to time. it under any lease or cancel, or other agreement, or any interest or any other amount and payable under the terms transfer of any interest in the

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STREET ADDRESS: 20309 ARCADIAN DRIVE

CITY: OLYMPIA FIELDS

COUNTY: COOK

TAX NUMBER: 31-14-400-004-0000

LEGAL DESCRIPTION:

LOT 2 IN BLOCK 3 IN A. G. BRIGGS AND SON'S ARCADIA, BEING A SUBDIVISION IN SECTION 14, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 16921660.

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