## **UNOFFICIAL COPY**

Mortgage -Home Equity Line of Credit

OLD KENT

**Old Kent Bank** 105 South York Street Elmhurst, Illinois 60126

> MADOR L. TIBAR ENRIQUETA M. TIBAR

97424050 DEFT-01 RECORDING

T#0008 TRAN 8721 06/13/97 14:56:00 \$2493 f DC #-97-424050

COOK COUNTY RECERDER

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 CHICAGO State of Illinois, described as follows: County of

SEE ATTACHED LEGAL DESCRIPTION

97424050

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 AND

including all extensions, renewals, and modifications thereof ("Agræm mt"). The Agreement has a

credit limit of \$ 35.000.00 , 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.

2-3139-60 R10/96

MORTGAGE AGREEMENT UNOFFICIAL COPY These terms at 150 100 "Mongagor" meass som in Wall Comment appears on the area of a (such as "AGRI EMINA Promise to Pay: Not they be Warranties: You represent a PROPERTY, and

Taxes, You april principle to writing the

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### **UNOFFICIAL COPY**

LOT 14 IN BLOCK 8 IN A. H. HILL AND COMPANY'S BOULEVARD ADDITION INVINCE PARK, BEING A SUBDIVISION OF ALONZO H. HILL OF THE EAST 2 OF THE HEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

PIN# 13-14-427-032

Property of Cook County Clark's Office PROPERTY ADDRESS: 4024 N. KIMBALL CHICAGO, IL 60618

97424.050

# UNOFFICIAL COPY

Property of Coot County Clert's Office

| Additional Provisions.   | ICIAL COPY   |
|--|--|
| Mongagor grants this Mongage to Mongagee free from all rights          | s and benefits under and by virtue of the Homestead Exemption laws, of   |
| the State of Illinois, which said rights and benefits the Mortgagor of | does hereby expressly release and waive.   |
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| Additional Provisions.   |  |
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| Finch Mortgagor parage to all of the target of the Mortgago A          |  |
| Each Mortgagor agrees to all of the terms of the Mortgage Ag           |  |
| The Mortgagor has executed this Mortgagor 5-6                          | . 19_97  |
| Witnesses:   | Mortgagors:  |
| Signature: X Mike Milwoody   | Signaturan Squeby Oh   |
| Name: M. Ke Milosavizetic  | Name: AMADOR L. TIBAR  |
| Signature: X Swelly Charle   | Address: 4024 N KIMBALL  |
| - VI ( )   | CHICAGO, IL 60618  |
| Name: Time My Cinebro  | Me ital Status: HUSBAND AND WIFE   |
| /  | Signature & 2. my weeta m. Leban   |
|  | Tamtorma M. mrna   |
|  | Name:NRIQUETA M. TIBAR   |
|  | Address: 4024 N KIMBALL  |
|  | CHIC:37. II. 60618   |
| STATE OF ILLINOIS  |  |
| COUNTY OB COOK   | 1,0  |
|  |  |
| I Juanita Wronkiewicz  | , certify that   |
| AMADOR L. AND ENRIQUETA M. TIBAR                                       | personally known to me to  |
| be the same person whose name is/are subscribed to the fo              | regoing instrument, appeared before me this day in person, and   |
| acknowledged that they   | The state of the s |
| their  | signed and delivered the instrument  |
| is their   | free and voluntary act, for the uses and purposes therein set forth.   |
|  | E ( An   |
|  | Dates 5-6 , 19 <u>97</u>   |
| This instrument prepared by: SANDRA HATHAWAY                           | Subsequent tax bills are to be sent to the following.  |
| BANDKA KATHANAY  | Lunita Wronkiewicz, Horper   |
|  | 0  |
| Old Kent Bank  |  |
| Consumer Loan Dept.  | "OFFICIAL SEAL"  JUANITA WRONKIEWICZ   |
| P.O. Box 100<br>Grand Banids, MI 49501                                 | NOTARY PUBLIC, STATE OF ILLINOIS   |
| Grand Rapids, MI 49501   | My Commission Expires 01/02/98 Page 2 of 2   |
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