

Mortgage —
Home Equity Line of Credit

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

127.50
0013 TRAN 0094 06/19/97 09:19:00
* 97-438551
COOK COUNTY RECORDER

DMITRY FAYBYSH

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 _____ TOWNSHIP _____ of _____ DES PLAINES _____ 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, 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 _____ Agreement

dated 5.2, 1997, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 50,000.00, 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.

27.00
27.00

97438551

UNOFFICIAL COPY

MORTGAGE AGREEMENT

These terms are part of your Mortgage. You can only be bound by the terms of this

"Mortgage" if you, each person who signs this Mortgage, or

appears on the other side of any document which is a part of this Mortgage, such as

each is "AGREEMENT" under to any of the following:

Promise to Pay: You promise to pay to the lender the amount of the loan, with

Warranties: You warrant and defend the lender against all claims for damages

Taxes: You will pay all taxes on the PROPERTY, including property taxes, and

Insurance: You will pay for all insurance on the PROPERTY, including fire and

liability insurance, and you will provide evidence of such insurance to the lender.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

You agree to pay for all other taxes, assessments, and charges on the PROPERTY,

including but not limited to, recording fees, transfer taxes, and recording fees.

Property of Cook County Clerk's Office

974938551
958626

UNOFFICIAL COPY

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.

Additional Provisions.

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 5.2, 1997.

Witnesses:

Signature: X _____

Name: _____

Signature: X _____

Name: _____

Mortgagors:

Signature: X *Dmitry Faybysh*

Name: DMITRY FAYBYSH

Address: 9500 N TERRACE PL

DES PLAINES, IL 60016

Marital Status: UNMARRIED

Signature: X _____

Name: _____

Address: _____

Subscribed and sworn to before

me this 2 day of May month

1997 year.

Tara Leigh Smith, certify that

Notary Public

STATE OF ILLINOIS

COUNTY OF Cook

I, DMITRY FAYBYSH

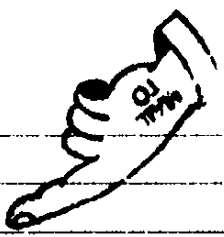
be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the instrument

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

Dated 5.2, 1997

Subsequent tax bills are to be sent to the following.

This instrument prepared by:
SANDRA HATHAWAY



First Kent Bank
Consumer Loan Dept.
P.O. Box 100
Grand Rapids, MI 49501

07438551

UNOFFICIAL COPY

We will have the rights and remedies of this Note are cumulative. No right or remedy will be waived by our failure to exercise any right or remedy.

Expenses: You will pay on demand all expenses, including attorneys' fees, incurred by us in attempting to collect this Debt. In addition you shall pay reasonable costs for the taking of documentary evidence, expert witnesses, publication of notices, recording of this first mortgage, or in protecting our rights under this mortgage. Such costs shall become part of the Debt.

Notices: Notices to you and to us shall be given in writing and delivered personally.

Other Terms: For Mortgage terms, see the attached Mortgage Instrument. You agree to assign to us our successors and assigns. Any provisions to the contrary are hereby rejected.

First Mortgage: If this Mortgage is not a first mortgage, you agree that it is due and payable by acceleration of the Debt. You agree to provide us with proof of payment of all other secured obligations to the satisfaction of the installer of the debt. We have received a copy of the deed from you in payment of the Debt. The Debt shall be secured by the property described in the attached Mortgage Instrument.

Assignment of Interest as Purchaser: You agree to assign to us all your right, title, and interest in the Debt and the underlying property. You agree to provide us with proof of payment of all other secured obligations. We have received a copy of the deed from you in payment of the Debt. You agree to provide us with proof of payment of all other secured obligations. We have received a copy of the deed from you in payment of the Debt. You agree to provide us with proof of payment of all other secured obligations.

Assignment of Leases and Land Contracts: You agree to assign to us all your right, title, and interest in any lease or land contract. You agree to provide us with proof of payment of all other secured obligations. We have received a copy of the deed from you in payment of the Debt. You agree to provide us with proof of payment of all other secured obligations. We have received a copy of the deed from you in payment of the Debt.

974385551

Property of Cook County Clerk's Office

RECEIVED AND FILED
 THE COURT AND CLERK'S OFFICE
 OF COOK COUNTY, ILLINOIS
 JANUARY 15, 2010

UNOFFICIAL COPY

EXHIBIT A

The following described premises, to-wit:

The South 36.0 feet of the North One Hundred Forty Four (144) feet, as measured on the West line thereof, (except the West 125.0 feet as measured on the North line thereof) of Lots 60 through 67, both inclusive and Lots 77 through 84 both inclusive, taken for a Tract. All in Morris Suson's Golf Park Terrace Unit No. 5, being a Subdivision of part of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian, according to Plat thereof and registered in the Office of Registrar of Titles of Cook County, Illinois, on June 22, 1961, as Document Number 1984001

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Dmitry Faybysh from Michael Faybysh and Lela Faybysh by virtue of a Deed dated October 2, 1995, recorded October 6, 1995 in Instrument No. 95-682716 in Cook County, Illinois.

PIN# 09-15-212-048-0000

PROPERTY ADDRESS: 9500 N TERRACE PL.
DES PLAINES, IL 60016

97438551

Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY RECORDER
18 ** 97-438551
18013 TRAN 8094 06/19/97 09:14:00
\$27.50