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Mortgage —

Home Equity Line of Credit

97450367

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

JAMES J. ST. MARIE
LAURIE G. ST. MARIE

DEPT-01 RECORDING 429.00
140001 TRM 9618 06/23/97 12123100
44038 TRM *97-450367
COOK COUNTY RECORDER

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 CHICAGO, Cook County, State of Illinois, described as follows:

SEE ATTACHED LEGAL DESCRIPTION AND MADE A PART HERETO

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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 JUNE 17, 1997, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ ****15,000.00****

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.

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MORTGAGE AGREEMENT

These terms are part of your "Mortgage Note."

"Mortgage Note" is the document that appears on the title page of this document (such as "Mortgage Note").

Preamble to Preamble:

Warranties: We warrant that the **PROPERTY** is the legal property of the borrower.

Taxes: You shall remain responsible for providing with all taxes, except those that

Insurable: You agree to maintain the **PROPERTY** in good condition. You agree to maintain the **PROPERTY** in good condition. You agree to maintain the **PROPERTY** in good condition.

You shall do so promptly. You shall do so promptly. You shall do so promptly. You shall do so promptly. You shall do so promptly.

Maintenance and Repairs: You shall maintain the **PROPERTY** in good condition. You shall maintain the **PROPERTY** in good condition. You shall maintain the **PROPERTY** in good condition.

Our Right to Foreclose: You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition.

Condemnation: You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition.

Default: You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition.

Assignment: You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition.

Force Majeure: You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition.

Entire Agreement: You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition.

Severability: You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition. You shall pay the **PROPERTY** in good condition.

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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.

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 **JUNE 17,** 19**97**

Witnesses:
Signature: X
Name:
Signature: X
Name:

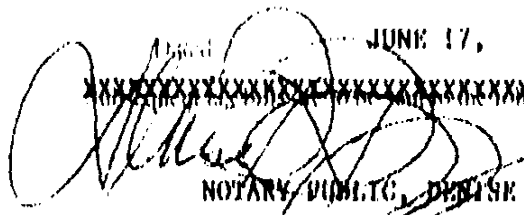
Mortgagors:
Signature: X
Name: **JAMES J. ST. MARIE**
Address: **4620 NORTH BEACON, UNIT 1S
CHICAGO, ILLINOIS 60640**
Marital Status: **MARRIED**
Signature: X
Name: **LAURIE G. ST. MARIE**
Address: **4620 NORTH BEACON, UNIT 1S
CHICAGO, ILLINOIS 60640**

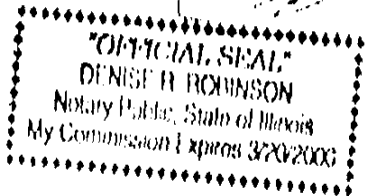
298025-26

STATE OF ILLINOIS
COUNTY OF **COOK**

I, **DENISE R. ROBINSON**, Notary Public, do hereby certify that **JAMES J. ST. MARIE AND LAURIE G. ST. MARIE, HIS WIFE (J)** 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 **THEY** signed and delivered the instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

This instrument prepared by:
OLD KENT BANK
MERCHANDISE MART PLAZA
CHICAGO, ILLINOIS 60654

Signed **JUNE 17,** 19**97**
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

NOTARY PUBLIC, DENISE R. ROBINSON



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We will have the right to terminate this agreement if you are not a candidate. No right to sue is intended.

Expenses: You will pay all the costs of this agreement, including the cost of attempting to collect the Debt. You will also pay the reasonable and necessary out-of-pocket expenses of the County Clerk's Office for the duration of the agreement. You will also be responsible for the cost of any legal fees incurred by the County Clerk's Office.

Notices: You will be notified by the County Clerk's Office of any action taken by the County Clerk's Office.

Other Terms: The County Clerk's Office reserves the right to modify or terminate this agreement at any time without notice.

First Mortgage: The County Clerk's Office will be the first mortgagee of the property. You will be responsible for the payment of the mortgage. The County Clerk's Office will be responsible for the collection of the mortgage. The County Clerk's Office will be responsible for the enforcement of the mortgage. The County Clerk's Office will be responsible for the recording of the mortgage.

Assignment of Interest in Property: The County Clerk's Office will be assigned the interest in the property. The County Clerk's Office will be responsible for the collection of the interest. The County Clerk's Office will be responsible for the enforcement of the interest. The County Clerk's Office will be responsible for the recording of the interest.

Assignment of Fees and Fund Collection: The County Clerk's Office will be assigned the fees and fund collection. The County Clerk's Office will be responsible for the collection of the fees and fund collection. The County Clerk's Office will be responsible for the enforcement of the fees and fund collection. The County Clerk's Office will be responsible for the recording of the fees and fund collection.

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LOT 236 (EXCEPT THE WEST 80 FEET THEREOF) AND THE SOUTH 1/2 OF LOT 235 (EXCEPT THE WEST 80 FEET THEREOF) IN SHERIDAN DRIVE SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THE SAID NORTHWEST 1/4 WHICH LIES NORTH OF THE SOUTH 800 FEET THEREOF AND EAST OF GREEN BAY ROAD, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT B TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 27, 1996 AS DOCUMENT 96-976,808, TOGETHER WITH ITS UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH THE AMENDED DECLARATION AS SAME ARE FILED OF RECORD.

PIN# 14-17-108-020 AND 14-17-108-021

PROPERTY ADDRESS: 4620 NORTH BEACON CHICAGO, IL 60640

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