

Mortgage —
Home Equity Line of Credit



Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

STEVEN A. COOMBS
SUSAN K. COOMBS

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 VILLAGE of LA GRANGE PARK, County of COOK State of Illinois, described as follows:

LOT 11 IN BLOCK 4 OF RICHMOND'S ADDITION TO LAGRANGE IN SECTION Q3,
TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

33 W. BEWSTER ST.
LA GRANGE PARK, IL. 60526

PIN# 15-33-331-013-0000

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 JULY 25, 1997, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 114,000.00, 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.

SY
PH
MY

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MORTGAGE AGREEMENT

These terms are part of your Mortgage. You and the Lender agree that the word "Mortgage" means each person who signs this Mortgage. "We" appears on the other side or anyone to whom the Mortgage is assigned (such as "AGREEMENT") refer to information on the back of this Mortgage.

Promise to Pay: You promise to pay the DEBT in accordance with the terms of this Mortgage.

Warranties: You represent and warrant that you own the PROPERTY and any guarantor of the DEBT is a legal resident of the United States.

Taxes: You agree to pay all taxes assessed against the PROPERTY and provide us with satisfactory proof of payment of such taxes.

Insurance: You agree to pay for the PROPERTY.

You agree to pay all premiums on the insurance policy in force at our interest. Your insurance policy shall not be terminated or modified without our written consent.

You agree to make all payments to the Lender and to do so promptly. All payments shall be made to the Lender. The mortgage has priority over all other liens and claims against the PROPERTY. We may file a lien against the PROPERTY in the event you resist or compromise any of our rights.

Maintenance and Repair: You agree to maintain the PROPERTY.

You agree to comply with all laws, ordinances, rules, regulations, and orders of the local, state, and federal government relating to the PROPERTY.

Our Right to Perform: If you fail to perform any obligation under this Mortgage, any other debt, or any other obligation, we may, at our option, perform any of your obligations under this Mortgage. Any amount we pay on your behalf shall be added to the principal of the DEBT and you shall be liable for the DEBT and any interest thereon.

Condemnation: If any part of the PROPERTY is taken for public use of the government, you agree that the proceeds of the taking shall be applied to the DEBT and you shall be liable for the DEBT and any interest thereon. If the proceeds are not sufficient to pay the DEBT, you shall be liable for the DEBT and any interest thereon.

Default: You will be in default if you:

- You are in default under any other debt.
- You fail to pay any other debt.
- Any warranty or other obligation is materially breached.
- You fail to pay any other debt.
- A forced sale or other disposition of the PROPERTY occurs.
- You sell, transfer, or otherwise dispose of the PROPERTY.
- You cause or allow any lien to be attached to the PROPERTY.
- Any national party to the PROPERTY is in default.
- If the holder of any first mortgage on the PROPERTY is in default.

Remedies: If you are in default:

- We may declare the DEBT to be due and payable.
- We may foreclose the Mortgage.
- We may sell any part of the PROPERTY, together with any other assets, and obtain a deficiency judgment against you.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under any agreement by which you are bound or to which you are a party, including any agreement by which you are bound or to which you are a party, in the present or future, or file any claim or take any other action to enforce any such agreement.
- We will not assume your obligations under any such agreement.
- We may pay on your behalf all or any part of the DEBT and any interest thereon and payable and whether or not you are liable for the DEBT and any interest thereon, we make shall be one part of the DEBT and you shall be liable for the DEBT from time to time.
- We may obtain or insure common law or equitable remedies for the DEBT and any amounts that we spend in doing so will become part of the DEBT.
- We may exercise any of your rights and options under any agreement, including any agreement by which you are bound or to which you are a party, or to prepay in whole or in part the DEBT and any interest thereon, or any such right or option.
- Prior to the entry of judgment of foreclosure, Mortgage and Mortgage Insurance premiums

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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 JULY 25, 1997.

Witnesses:
Signature: *[Signature]*
Name: *[Name]*
Signature: *[Signature]*
Name: SANDRA A. LARSEN

Mortgagors:
Signature: X *[Signature]*
Name: STEVEN A. COOMBS
Address: 33 W. BREWSTER ST.
LA GRANGE PARK, IL. 60526
Marital Status: MARRIED

Signature: X *[Signature]*
Name: SUSAN K. COOMBS
Address: 33 W. BREWSTER ST.
LA GRANGE PARK, IL. 60526

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, CATHY M. KRULL, certify that STEVEN A. AND SUSAN K. COOMBS 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 STEVEN A. AND SUSAN K. COOMBS signed and delivered the instrument as A free and voluntary act, for the uses and purposes therein set forth.



[Signature] Dated JULY 25, 1997

This instrument prepared by V. Nickels
OLD KENT BANK
CONSUMER LOAN DEPT.
P.O. BOX 100
GRAND RAPIDS, MI 49501

Subsequent tax bills are to be sent to the following.

08999916

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We will have the rights and remedies provided in the Mortgage Documents are cumulative. No right or remedy shall be waived by the exercise of any other right or remedy.

Expenses: You will pay on demand any reasonable and necessary expenses we may incur in attempting to collect the Debt. In addition, we may, at our option, pay for any and all costs of documentary evidence, expert witnesses, postage, printing, recording, and other expenses, including the first mortgage, or if protecting our title and interests, any other expenses that may become part of the Debt.

Notices: Notices to you and hereunder shall be deemed to have been delivered personally.

Other Terms: The Mortgage Documents shall constitute the entire agreement between you and our successors and assigns. All prior agreements, oral or written, are hereby rejected.

First Mortgage: This Mortgage is a first mortgage on the property described in the Mortgage Documents, whether by way of purchase or otherwise. You agree to provide a first mortgage on the property or principal or amount due on the first mortgage, unless you provide a higher priority mortgage to the lender. We may not be bound by the terms of any other mortgage or deed of trust, including any deed of trust or mortgage, which may be recorded against the property, in the event of a conflict between the terms of such other mortgage or deed of trust and the terms of this Mortgage.

Assignment of Interest as Purchaser: We shall have the right to assign or otherwise dispose of all or part of our interest in this Mortgage, including the right to sell, lease, convey, or otherwise dispose of all or part of our interest in this Mortgage, and you agree to pay the debt on the terms of this Mortgage, whether or not you are notified of the assignment. We may assign or otherwise dispose of all or part of our interest in this Mortgage to a trust or other entity, and you agree to pay the debt on the terms of this Mortgage, whether or not you are notified of the assignment. We may assign or otherwise dispose of all or part of our interest in this Mortgage to a trust or other entity, and you agree to pay the debt on the terms of this Mortgage, whether or not you are notified of the assignment.

Assignment of Leases and Land Contracts: We shall have the right to assign or otherwise dispose of all or part of our interest in this Mortgage, including the right to sell, lease, convey, or otherwise dispose of all or part of our interest in this Mortgage, and you agree to pay the debt on the terms of this Mortgage, whether or not you are notified of the assignment. We may assign or otherwise dispose of all or part of our interest in this Mortgage to a trust or other entity, and you agree to pay the debt on the terms of this Mortgage, whether or not you are notified of the assignment.

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