

Mortgage —  
Home Equity Line of Credit

**OLD KENT**

Old Kent Bank  
105 South York Street  
Elmhurst, Illinois 60126

Darren Lewis

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 \_\_\_\_\_ County of \_\_\_\_\_ State of Illinois, described as follows:

\*\*\*\*\*SEE ATTACHED LEGAL DISCRPTION\*\*\*\*\*

127 Wolcott CT # 2N

Schaumburg/Cook/Illinois

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 21, 1997, 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 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. You agree to be bound by these terms when you sign page 2. In this Mortgage "you" "your" and the "Mortgagor" mean each person who signs this Mortgage. "We" "us", "our" or the "Bank" and the "Mortgagee" and if the Bank whose name appears on the other side or anyone to whom the Bank's interest in this Mortgage is assigned, by this Mortgage, words printed in capital letters (such as "AGREEMENT") refer to information on the other side.

**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 provided 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 by any agency or publicly authority. 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 to the PROPERTY from fire, theft, wind, and insurers acceptable to us. You agree to pay all premiums on this insurance when due. Each insurance policy and any proceeds payable to us to the extent of our interest. Your insurance policy or certificate of insurance must be delivered to us. Your policy must provide that it may not be canceled, 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 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 exercise of the power of eminent domain, the proceeds of the taking (except any portion of the proceeds 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, whether or not

• A foreclosure or forfeiture proceeding is begun with respect to the PROPERTY under a 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.

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

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

**Remedies:** If you are in default:

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

• We may foreclose this Mortgage.

• 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, 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 present 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 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 obtain or update commitments for title insurance, to 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 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 any option to purchase the PROPERTY or to renew or extend the term of the lease, land contract, or other agreement, or to prepay in whole or in part the lease, land contract or other agreement. We will have no obligation to exercise any such right or option.

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

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## EXHIBIT A

The following described premises, to-wit:

Unit 1-1-4-R-N-2 in Lexington Lane Coach Houses Condominium Number 1, as delineated on a plat of survey of a parcel of land, being a part of Lexington Lane, being a subdivision in the West 1/2 of the Southeast 1/4 of Section 22, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached to the Declaration of Condominium ownership made by Central National Bank in Chicago, as Trustee under Trust Number 24379, recorded December 15, 1981 as document number 26057405, together with the undivided percentage interest appurtenant to said units in the property described in said declaration of condominium ownership, as amended from time to time, excepting the units as defined and set forth in the declaration and survey, as amended from time to time, which percentage shall automatically change in accordance with amended declarations as same are filed of record, in the percentage set forth in such amended declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of such amended declarations.

Commonly Known As: 127 Wolcott, 2N.

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

BEING the same property conveyed to Darren T. Lewis from Patricia Schod by virtue of a Deed dated August 29, 1991, recorded September 12, 1991 in Instrument No. 91-474492 in Cook County, Illinois.

TAX ID #: 07-22-401-045-1026  
127 Wolcott CT # 2N  
Schaumburg/Cook/Illinois

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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 21, 1997

Witnesses:

Signature: X \_\_\_\_\_

Name: \_\_\_\_\_

Signature: X \_\_\_\_\_

Name: \_\_\_\_\_

Mortgagors:

Signature: X Darren F Lewis

Name: Darren Lewis

Address: 127 Wolcott CT # 2N

Schaumburg, IL 60193

Marital Status: Single

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, certify that

Darren Lewis 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 signed and delivered the instrument

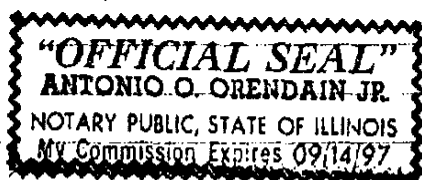
as AS HIS free and voluntary act, for the uses and purposes therein set forth.

(Notary)  
This instrument prepared by

Dated JULY 21, 1997

Subsequent tax bills are to be sent to the following.

RENEE BARKER  
OLD KENT BANK  
CONSUMER LOAN DEPT.  
P.O. BOX 100  
GRAND RAPIDS, MI 49501



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We will have the right and remedy of a judgment creditor against the Mortgagor and the property in this Mortgage. Our Mortgage are cumulative. No right of remedy will be waived by the delay in partial or complete payment of the Debt.

**Expenses:** You will pay on demand any expenses, including attorney's fees, incurred by us in collecting or attempting to collect the Debt. In addition, you will pay a reasonable fee for the preparation, recording, filing, and delivery of any documents, including any documents required by law, and for the preparation, recording, filing, and delivery of any first mortgage, or in protecting our rights and interests under this Mortgage. All such expenses shall become part of the Debt.

**Notices:** Notices to you and to us will be presumed to have been given to you if the Mortgage is delivered personally.

**Other Terms:** This Mortgage is in full and is subject to the terms and conditions set forth in our successors and assigns. Any provision of this Mortgage that conflicts with the terms and conditions set forth in our successors and assigns shall be null and void.

**First Mortgage:** If this Mortgage is subject to a first mortgage, you agree to pay the first mortgage when it is due, whether by acceleration or otherwise. You shall be deemed to have agreed to the first mortgage. You agree to provide us with proof of payment or performance of the first mortgage when it is due or if you fail to pay or perform the obligation, to pay the installment or to pay or perform the obligation. Your obligations will become part of the DEBT payable by you at the time. We may rely upon any written notice of default or non-performance of the first mortgage when you question or deny the existence, extent or amount of the debt. The existence, extent or amount of the debt shall increase the debt secured by the first mortgage, without our prior written consent.

**Assignment of Interest as Purchaser:** You agree to assign to us, in all land contracts or other agreements, by which you acquire the PROPERTY, the right to receive each installment of principal or interest, and to pay or perform the obligation, to pay the installment or to pay or perform the obligation, to pay the installment or to pay or perform the obligation. You shall be deemed to have agreed to the assignment of interest. You agree to provide us with proof of your payment or performance of the obligation when it is due or if you fail to pay or perform the obligation. Your obligations will become part of the DEBT payable by you at the time. We may rely upon any written notice of default or non-performance of the obligation when you question or deny the existence, extent or amount of the debt. The existence, extent or amount of the debt shall increase the debt secured by the first mortgage, without our prior written consent.

**Assignment of Leases and Land Contracts:** As additional security for the DEBT, you agree to assign to us, and grant us a security interest in, all of your present and future interests in the PROPERTY, by you as lessor and (b) all existing and future land contracts or other agreements, by which you acquire the PROPERTY. You assign to use any rents or profits and all other proceeds or products of the lease, land contract or other agreement. You agree to pay and perform all of your obligations and to provide and to pay or perform the obligation, to pay the installment or to pay or perform the obligation. You shall be deemed to have agreed to the assignment of interest. You agree to provide us with proof of such payment or performance whenever we request it. Your obligations will become part of the DEBT payable by you upon our demand, and will bear interest at the same rate as the DEBT bears interest. We may rely upon any written notice of default or non-performance of the obligation when you question or deny the existence, extent or amount of the debt. The existence, extent or amount of the debt shall increase the debt secured by the first mortgage, without our prior written consent.