

Mortgage —
Home Equity Line of Credit

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

Pam McKenzie
Jonathon McKenzie

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 Lynwood _____, County of Cook _____ State of Illinois, described as follows:

*****SEE ATTACHED LEGALDISCRIPTION*****888

19713 Lake Park _____ Lynwood/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 7-25-97, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 20,000.00, 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

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These terms are part of your Mortgage. You agree to be bound by these terms when you sign page 2 of this Mortgage. "you," "your" and the "Mortgagor" mean each person who signs this Mortgage. "We," "us," "our" or the "Bank" and the "Mortgagee" mean the Bank whose name appears on the other side or anyone to whom the Bank's interest in this Mortgage is assigned. The 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 the Mortgage.

Warranties: You represent and warrant to us that all financial and other information you provide to 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 based on the PROPERTY, including interest on property attached. You must provide us with satisfactory proof of payment within ten days of the date the taxes, assessments or other charges are due.

Insurance: You agree to keep the PROPERTY insured against loss or damage, including fire, theft, and other risks acceptable to us. You agree to pay all premiums on this insurance when due. Each insurance policy and proceeds payable thereunder shall be payable to us to the extent of our interest. Your insurance policy or certificate of insurance and the delivery of its full amount 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 to us to satisfy and apply 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 our agent, any claim under any such insurance policy.

Maintenance and Repair: You agree to keep the PROPERTY in good condition and repair, to repair or replace, as the amount 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 duty, to perform any or all 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, if reasonable, 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 eminent domain or otherwise, 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 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 payment of expenses we incurred in curing the default.
- Any warranty or representation you made in this Mortgage or in any other document made 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 when it is due.
- A foreclosure or forfeiture proceeding is begun with respect to the PROPERTY or any 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 our 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, tax liens, title searches and title insurances 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:

Lot 237 in Lake Lynwood Unit 6, being a subdivision of part of Section 7, Township 35 North, Range 15, East of the Third Principal Meridian according to plat thereof registered in the office of the Registrar of titles of Cook County, Illinois on October 30, 1974 as document number 2781173.

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

BEING the same property conveyed to Jonathan McKenzie and Pamela C. Feagins from Willie M. Souell and Cora Souell by virtue of a Deed dated August 12, 1992, recorded August 14, 1992 in Instrument No. 92604313 in Cook County, Illinois.

TAX ID #:35-57-206-034-0000
19713 Lake Park
Lynwood, IL 60411

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Property of Cook County Clerk's Office

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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 7-25-97

Witnesses:

Signature: X Wayne M. Hudson
Name: Wayne Hudson

Signature: X Timothy Ciabro
Name: Timothy Ciabro

Mortgagors:

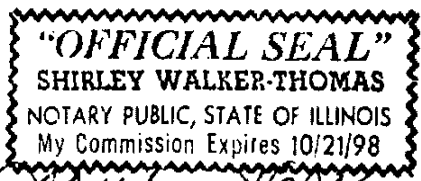
Signature: X Pamela McKenzie
Name: Pam McKenzie

Address: 19713 Lake Park
Lynwood, IL 60411

Marital Status: Husband & Wife

Signature: X Jonathan McKenzie
Name: Jonathan McKenzie

Address: 19713 Lake Park
Lynwood, IL 60411



Shirley Walker-Thomas
STATE OF ILLINOIS

COUNTY OF Cook

I, SHIRLEY WALKER-THOMAS
PAM & JONATHON MCKENZIE

certify that
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.

Dated 7-25-97 1997

This instrument prepared by:

RENEE BARKER
OLD KENT BANK 60-ILLINOIS
CONSUMER LOAN DEPT.
P.O. BOX 100
GRAND RAPIDS, MI 49501

Subsequent tax bills are to be sent to the following.

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We will have the rights and remedies provided herein. All rights and remedies provided herein shall be cumulative. No right or remedy will be waived by an exercise of any other right or remedy.

Expenses: You will pay on demand any expenses, including attorney's fees, incurred by us in enforcing or attempting to collect this Debt. In addition you will pay the costs of any legal proceedings, including attorney's fees, documentary evidence, expert witnesses, publications and other costs, incurred by us in enforcing or attempting to collect this Debt, or in protecting our rights, and costs of any other proceedings. All such expenses and costs will become part of the Debt.

Notices: Notices to you and to us will be presumed to be received by the party to whom the Mortgage and it delivered personally.

Other Terms: This Mortgage is binding on our heirs, executors, administrators, assigns and assigns of our successors and assigns. Any provision of the Mortgage shall survive the termination or expiration of any provisions.

First Mortgage: If this Mortgage is subject to a first mortgage, you agree to pay the principal and interest when it is due, whether by acceleration or otherwise. You also agree to pay the principal and interest on this Mortgage. You agree to provide us with proof of payment or performance of your obligations under this Mortgage, including principal or interest when it is due or if you fail to pay or perform such obligations, to pay the installment or to pay or perform such obligations will become part of the DEBT payable by you to us. We may rely upon any written notice of default under this Mortgage, and you question or deny the existence, amount or nature of the debt secured by this Mortgage, or if you fail to pay or perform such obligations will become part of the DEBT payable by you to us. We may rely upon any written notice of default under this Mortgage, and you question or deny the existence, amount or nature of the debt secured by the first mortgage, or if you fail to pay or perform such obligations will become part of the DEBT payable by you to us.

Assignment of Interest as Purchaser: You assign and shall assign to us all your interest in all land contracts or other agreements to which you are a party, in which you are the purchaser of the PROPERTY, to pay each installment of principal or interest required by the terms of such land contract or other agreement, whether by acceleration or otherwise. You also agree to provide us with proof of payment or performance of your obligations under such land contract or other agreement when it is due or if you fail to pay or perform such obligations, to pay the installment or to pay or perform such obligations will become part of the DEBT payable by you to us. We may rely upon any written notice of default under this Mortgage, and you question or deny the existence, amount or nature of the debt secured by this Mortgage, or if you fail to pay or perform such obligations will become part of the DEBT payable by you to us. We may rely upon any written notice of default under this Mortgage, and you question or deny the existence, amount or nature of the debt secured by the first mortgage, or if you fail to pay or perform such obligations will become part of the DEBT payable by you to us. We may rely upon any written notice of default under this Mortgage, and you question or deny the existence, amount or nature of the debt secured by the first mortgage, or if you fail to pay or perform such obligations will become part of the DEBT payable by you to us.

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 right, title and interest in any lease or other agreement in which you are the lessor and the all existing and future land contract or other agreement in which you are the lessor and shall own any interest in the PROPERTY. You assign to use any rents, or profits and other proceeds arising from any such lease, land contract or other agreement. You agree to pay and perform all of your obligations and to provide us with proof of such payment or performance whenever we request it. If you fail to pay or perform such obligations, to pay the installment or to pay or perform such obligations will become part of the DEBT payable by you upon our demand, and will bear interest at the same rate as the DEBT secured by this Mortgage. Without our written consent, you shall not consent to the assignment of the lessee's interest under any lease or other agreement, or the assignment of any such lease, land contract or other agreement, or any interest therein. You agree not to accept or receive any payment of principal or interest or any other amount under such lease, land contract or other agreement more than one month before it is due and payable under the terms thereof. Nothing in this Mortgage shall be construed to give our consent to the sale, lease or transfer of any interest in the PROPERTY.