

**UNOFFICIAL COPY**  
**REALTYLINE SUBORDINATE MORTGAGE**

**SECTION:** 31

**BLOCK:** Twnshp 42N

**LOT:**Rge 13

**Prepared By:**  
Cullen & Dykman  
100 Quentin Roosevelt Boulevard  
Garden City, NY 11530

John L. Hogan, Individual Borrower  
Virginia M. Hogan, as trustee of the  
Virginia M. Hogan Declaration of Trust  
under trust instrument dated  
May 18, 1996.

**Record & Return To:**  
Kraft Foods FCU  
777 Westchester Avenue  
White Plains, NY 10604

600 Hunter Road  
Glenview, IL 60025

**MAIL TO → BOX 352**

**SUBORDINATE MORTGAGE**

This mortgage is made on 9/22/97, between the Borrower and Credit Union

**DEFINITIONS**

**Agreement-** means the RealtyLine Loan Revolving Credit Plan Agreement signed by the Borrower in connection with this Mortgage.

**Borrower or You-** means each person who signs the Mortgage.

**Credit Union-** means Kraft Foods FCU  
having a place of business at 777 Westchester Avenue  
White Plains, NY 10604

**Mortgage-** this document will be called the Mortgage.  
**Property-** means the real property described in this Mortgage.

**The Borrower is-** John L. Hogan, Individual Borrower  
Virginia M. Hogan, as trustee of the Virginia M. Hogan  
Declaration of Trust under trust instrument dated May 18, 1996.

**TRANSFER OF RIGHTS IN THE PROPERTY**

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DATE: 09/22/97 06:06:19  
County Recorder

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced from time to time by the Credit Union and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

Two Hundred  
Thousand, and No/100 -----

(\$200,000.00)

The premises are or will be improved by a one or two family dwelling only.

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# REALTY UNITS SUBORDINATE MORTGAGE

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## PROPERTY BEING MORTGAGED

See Schedule "A" Attached

otherwise known as property address: 600 Hunter Road , Glenview, IL 60025

## RIGHTS OF PRIOR MORTGAGES

The Credit Union's right under this Mortgage are subject and subordinate to a first mortgage originally or currently held by:

Liberty Fed Svgs Bank

## PAYMENTS

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

## FIRE AND OTHER INSURANCE

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested at anytime during the life of the loan.

## FLOOD INSURANCE

The Credit Union will advise the Borrower if flood insurance is required. If it is required, the Borrower will pay for and obtain the flood insurance. The policy must name the Credit Union as a Mortgagee. The amount of coverage required is either the maximum flood insurance coverage available or coverage in the amount of the unpaid balance due, whichever amount is lower. The Credit Union may request proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

## TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are requested.

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## SCHEDULE A

-----  
LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 13 IN MEADOWBROOK VILLAGE, A SUBDIVISION OF PART OF THE SOUTH WEST  
1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, AND PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4  
OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may, but shall not be required to, make the payments. The amount of these payments, if any, shall be treated as an advance under the Agreement and added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

## CARE OF THE PROPERTY

The Borrower will keep the property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

## SALE OR TRANSFER OF THE PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

## DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

- A) You engage in fraud or material misrepresentation in connection with the line.
- B) You do not meet the repayment terms.
- C) Your action or inaction adversely affects the collateral or our rights in the collateral. For example, if:
  - 1) You become bankrupt or someone to whom you owe money sues you or tries to take your property by legal proceedings;
  - 2) You default on your payments to the first mortgage lienholders;
  - 3) You fail to pay all property taxes or other assessments when due;
  - 4) You take additional advances from the first mortgage lienholder without Credit Union consent;
  - 5) You sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed;
  - 6) You fail to maintain hazard and flood insurance;
  - 7) You fail to maintain the property, and/or the value of the appraised value for purposes of the line;
  - 8) If a tax lien, mechanics lien, judgement lien, or lis pendens is filed against the Property;
  - 9) If a partition or condemnation action is begun against the Property.

## APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorney's fees, Court costs and disbursements incurred by the Credit Union.

## RENTAL PAYMENTS

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does not require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrowers possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

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## NOTICES

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to:

Kraft Foods FCU

777 Westchester Avenue

White Plains, NY 10604

or any other address the Borrower is notified of by the Credit Union.

## CHANGES TO THE MORTGAGE

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

## NON-ASSUMPTION OF THE MORTGAGE

This Mortgage is not assumable.

## WHO IS BOUND

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

## RECEIPT

The Borrower has received a completed copy of this Mortgage.

## RELEASE

Upon payment of all sums secured by this Mortgage, the Mortgage shall be deemed satisfied and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

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REALTYLINE SUBORDINATE MORTGAGE

- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this mortgage.

State of New York

County of New York

On the 21 day of Sept 1997, before me personally came John L Hogan to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

Helen Frustace  
Notary Public  
HELEN FRUSTACE  
Notary Public, State of New York  
No. 31-4750204  
Qualified in New York County  
Commission Expires May 30, 1997

John L Hogan  
John L Hogan, Individual Borrower

2 WITNESSES REQUIRED  
By: Patricia J Kaslow  
(Print Name) PATRICIA J. KASLOW

By: Maria Tulo  
(Print Name) Maria Tulo

IN WITNESS WHEREOF, Borrower has executed this mortgage.

State of New York

County of New York

On the 21 day of Sept 1997, before me personally came Virginia M Hogan to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

Helen Frustace  
Notary Public  
HELEN FRUSTACE  
Notary Public, State of New York  
No. 31-4750204  
Qualified in New York County  
Commission Expires May 30, 1997

Virginia M Hogan  
Virginia M Hogan, as trustee of the Virginia M. Hogan Declaration of Trust under trust instrument dated May 18, 1996.

By: Patricia J Kaslow  
(Print Name) PATRICIA J. KASLOW

By: Maria Tulo  
(Print Name) Maria Tulo

2 WITNESSES REQUIRED

- FOR RECORDING PURPOSES -

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CHICAGO, ILL.

COMMUNICATIONS SECTION  
COUNTY CLERK'S OFFICE  
JAN 11 2011  
CHICAGO, ILL.

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## Revocable Trust Rider

### DEFINITIONS USED IN THIS RIDER

- (A) "Revocable Trust." The Virginia M. Hogan Declaration of Trust created under trust instrument dated May 18, 1996.
- (B) "Revocable Trust Trustee." Virginia M. Hogan, trustee of the Revocable Trust.
- (C) "Revocable Trust Settlor(s)." Virginia M. Hogan, settlor of the Revocable Trust signing below.
- (D) "Lender." Kraft Foods Federal Credit Union.
- (E) "Individual Borrower." John L. Hogan.
- (F) "Security Instrument." The Mortgage and any riders thereto of the same date as this Rider given to secure the Note to the Lender of the same date and covering the Property (as defined below).
- (G) "Property." The property described in the Security Instrument and situated in the County of Cook, in the State of Illinois, to wit: Lot 13 in Meadowbrook Village, a subdivision of part of the South West 1/4 of Section 31, Township 42 North, Range 13 East of the Third Principal Meridian, and part of the North East 1/4 of Section 8, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, also known as 600 Hunter Road, Glenview, Illinois.

THIS REVOCABLE TRUST RIDER is made this 23<sup>rd</sup> day of September, 1997, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), the Revocable Trust Settlor(s), and the Lender further covenant and agree as follows:

### ADDITIONAL BORROWER(S)

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust Trustee, the Revocable Trust Settlor, the Revocable Trust and the Individual Borrower, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

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BY SIGNING BELOW, the Revocable Trust Trustee accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

Virginia M. Hogan

Virginia M. Hogan, as trustee of  
Virginia M. Hogan Declaration of Trust,  
under trust instrument dated May 18, 1996.

BY SIGNING BELOW, the undersigned Revocable Trust Settlor acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

Virginia M. Hogan

Virginia M. Hogan  
Revocable Trust Settlor

BY SIGNING BELOW, the undersigned Individual Borrower acknowledges all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

John L. Hogan

John L. Hogan  
Individual Borrower

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