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Cook County Recorder

33,00



## THIS IS A FUTURE ADVANCE MORTGAGE" HOME EQUITY LINE OF CREDIT MORTGAGE

1997; Between Edwin T. Clash and Janet G. Clash, his THIS MORTGAGE, Made 08-07is 520 S Walnut Ave. Arlington Htt. IL 60005 , and HUDSON'S & FIELD'S EMPLOYERS CONDITIONAL Michigan corporation, whose address is 260 N. Poloscott. is DZU S Walnut Ave. Arlington Htt. IL 60005 , and HUDSON'S & FIELD'S EMPLOYEES CREDIT UNION, a Michigan corporation, whose address is 269 N. Telegraph, W. terbrd, Michigan 48328, hereinafter referred to as "THE MORTGAGEE."

LOT 9 (EXCEPT THE SOUTH 5 FEET THE (EOF) IN THE SUDDIVISION OF LOT 8 IN CAROLINE FIENE'S SUBDIVISION OF THE SOUTH SO ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK CUPATY, ILLINOIS.

Parcel Identification No: 03-31-223-021 Commonly Known As: 520 S. Walnut Ave.

Clart's Office Including any part of any street or alley adjacent to said premises, vacated space or to be vacated, together with all and singular the lab lings, hereditaments, appurtenances, privileges, rights and water rights, including (but not excluding any other fixtures which would ordinarily be construed as part of the realty), any and all storm sadt, storm doors, storm restibules, wire screens, wire doors, window shades, awaings, mantels and connection from or woodwork, grates, gas and electric fixtures, bathtubs, laundry and bathroom fixtures, oil hurner and equipment, coal stoker, plumbing equipment, linoleum, furnaces, hot water heaters, incherators, ventilators and all steam or hot water radiators and registers and the piping connected therewith, belonging to or used as a part of the building or buildings upon said premises at the time of the execution of this mortgage, or hereafter erected thereon, or which may be attached to said building or buildings or used as a part thereof any time during the term of this mortgage, all of which are hereby deemed to be a part of this realty and secured by this mortgage, including as well as apparatus and fixtures of every description for watering, heating, ventilating and screening said premises and the rents, income and profits thereof there unto belonging or in anywise apperialning to secure the performance of the covenants hereinafter contained and the payment of the principal sum of twoney One Thousand Six Hundred and OO/100 pollurs (\$ 21,500,00 ), together with interest at the rate or rates from the date hereof upon the unpaid principal until fully paid, payable according to the terms of a certain promissory mortgage note entitled Home Righty Line of Credit Note and Agreement bearing even date herewith, executed and delivered by said Mortgagor to said Mortgagee to secure present and future advances to or on behalf of Mortgagor made from time to time under the Home Equity Line of Credit Agreement, to be paid in full as specified therein. Mortgagee is obligated to disburse to Mortgagor the full amount indicated above, exclusive of interest, pursuant to the said Agreement and loan program. Further, this Mortgage shall remain in full force and effect during the entire term of the said Home Equity Line of Credit Agreement, and any renewal thereof, whether or not the Mortgagor may, from time to time, have no outstanding principal amounts due thereunder. Under the initial Agreement, no further principal advances will be made pursuant to the said Home Equity Line of Credit Agreement to the Mortgagor after 08-20\*2012 and the entire balance due hereunder shall be payable in full no later than 08-20\*2012

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And the Mortgagor covenants with the Mortgagee, while this Mortgage remains in force, as follows:

- 1. To pay said indebtedness and the interest thereon in the time and in the manner provided by the terms of the said Note.
- 2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against said premises, within 30 days after the same shall become due and payable, and also to pay when due and payable any taxes upon the interest or estate in said lands created or represented by this Mortgage, or by said indebtedness, whether levied against said Mortgagor or otherwise; and to immediately pay off any lien having or which may have precedence over this Mortgage, except as herein stated, and to keep all the improvements erected and to be erected on said premises continually intact and in good order and repair, and to promptly pay for all repairs and improvements, and to commit or suffer no waste of said premises, and to permit or suffer no unlawful use thereof.
- 3. To keep the buildings and equipment on the premises insured against loss or damage by fire for the benefit of, with loss payable to, and in manner and amount approved by the Morigagee with the premiums therefor paid in full.
- 4. And it is hereby stipulated and agreed by and between the parties hereto, that if default shall be made in the payment of taxes, water rates, ficus, insurance or other charges upon said premises, or any part thereof, the Mortgagee, may, at its option, make payment thereof, and the amounts so paid, with interest thereon at the same rate as provided for the principal indebtedness from the date of such payment, shall be impressed as an additional lien on said premises, and shall be added to and become part of the indebtedness secured hereby, and shall become immediately due and payable; and that in case of the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises by the Mortgagee, as hereinbefore provided, the receipt or receipts of the proper. For or person for such payment in the hands of the Mortgagee shall be conclusive evidence of the validity and amount of items so paid by the Mortgagee.
- 5. And it is hereby stoud add agreed by and between the parties hereto that if default shall be made in the payments of said principal sum or interest or any other sum secured (ler by, or any part hereof, or in the payment of taxes, assessments, water rates, liens, insurance or other charges upon said premises, or any part thereof, at the time and in the manner herein specified for the payment thereof, or in the performance of any of the covenants and agreements herein contained, the entire is deby, dness secured hereby remaining unpaid shall at once become due and collectable, if the Mortgagee so elects, and without notice of such election.
- 6. That, in the event of the passage of any lay or regulation, State, Federal or Municipal subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxahor or mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued aten on shall become due and payable forthwith, at the option of the Mortgagee.
- 7. That, in the event the ownership of the mortgaged greenises fully described above, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgage may deal with such successor or successors in interest with reference to this Mortgage, and the debt hereby secured in the same manner as with the Mortgagor, without in any manner vitating the Mortgagor's liability hereunder, or upon the debt hereby secured.
- 8. That power is hereby granted by the Mortgagor to the Mortgagee, if default is made in the payment of said indebtedness, interest, taxes, assessments, water rates, liens or insurance premiums, any part thereof at the time and in the manner berein agreed, to grant, bargain, self, release and convey the premises, with the appurtenances at public auction and to execute at did liver to the purchaser or purchasers, at such sale, deeds of conveyance, good and sufficient at law, pursuant to a decree in chancery for the foreclosure here of may, at the option of the Mortgagee, be made en masse.
- 9. That in the event the Mortgagors fail to pay any installments of principal or interest on any prior mortgage when the same becomes due, the Mortgagee herein may, at its option, pay the same, and the Mortgagors, on demand, will repay the amount paid with interest thereon at the maximum legal rate; and, the same shall be added to the Mortgage indebtedness and be secured by this Mortgage.
- 10. That In the event that Mortgagee herein exercises the right granted to it in Paragraph 8 herein to grant, bargain, sell, release or convey said premises pursuant to a public auction, the Mortgagee shall have the right to bid at said public auction. Perchase of the property pursuant to such a bid shall not extinguish any other amounts owed by the Mortgagee to the Mortgagee.
- 11. That, notwithstanding the foregoing, the Mortgagor shall not assign this Mortgage, or allow it to be assumed by another. If such assignment or assumption is attempted, the entire balance of principal and interest owing shall become immediately due and payar to

	•	inure to the respective beirs, assigns a	
Signed in the presence of:		Micheles	Christ
Edwin T. Clash	Tank	DIOW	Jouth
Janot G. Clash		•	<b>/</b>
STATE OF Illinois	county of	S.C.C.	
On this <u>7th</u> day of <u>Anot</u> appeared <u>Bowin and Janot</u> Mortgage, and then acknowledged the ex	Clash ecution thereof to be		rabed in and who executed the within act and deed
Drafted by:	Notary Public 5	My Commission ex	urn to:

Drafted by: MARY L. BURGNER, CLA 400 RENAISSANCE CENTER STE, 2250 DETROIT, MI. 48243-1602 313-259-7700 School Recorded Return to:

| 00/11/6 54.7 | 10/15 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10/16/17 | 10