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Mortgage —
Home Equity Line of Credit

97294578

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

TODD E. KRAMER

GWEN L. MANTELL-HERRON

DEPT-01 RECORDING \$27.50
T#0014 TRAN 1987 04/28/97 09:54:00
#9056 J W *-97-294578
COOK COUNTY RECORDER

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 _____ NILES _____, County of COOK _____ State of Illinois, described as follows:

LOT 939 AND THE EAST 17 FEET OF LOT 940 IN KRENN AND DATO'S SECOND ADDITION TO DEMPSTER STREET "L" TERMINAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 13 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THEOBALD ROAD IN COOK COUNTY, ILLINOIS.

PIN# 10-20-208-065 Property Address: 5019 CAROL, MORTON GROVE, COOK, IL 60053 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 _____ Agreement

HOME EQUITY LINE OF CREDIT DISCLOSURE AND

dated FEBRUARY 25, 19 97, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a

credit limit of \$ 25,000.00, 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.

97294578

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MORTGAGE AGREEMENT

These terms are part of your Mortgage Agreement. You should read the terms of this agreement carefully before you sign it. If you do not understand any part of this agreement, you should ask the lender to explain it to you. This agreement is a contract between you and the lender. It is a legal document that you should read carefully before you sign it. It contains the terms and conditions of the loan, including the interest rate, the amount of the loan, and the way the loan will be repaid. It also contains the lender's rights and obligations, and the way the lender will handle the property if you do not pay the loan as agreed.

Promise to Pay: You agree to pay to the lender the amount of the loan, plus interest, taxes, and other charges, as set forth in the schedule of payments attached to this agreement. You agree to pay the loan in full by the date specified in the schedule of payments.

Warranties: You represent and warrant that you are the owner of the PROPERTY, and that you have the right to mortgage the PROPERTY. You also warrant that the PROPERTY is not subject to any other liens or encumbrances.

Taxes: You agree to pay all taxes, assessments, and charges levied on the PROPERTY, and to provide us with satisfactory proof of payment of such taxes, assessments, and charges.

Insurance: You agree to keep the PROPERTY insured against fire and theft, and to pay all premiums on the policy. You agree to pay all premiums on the policy, and to provide us with satisfactory proof of payment of such premiums. You also agree to provide us with a copy of the policy, and to notify us immediately of any change in the policy.

Maintenance and Repair: You agree to maintain the PROPERTY in good condition, and to make all necessary repairs and improvements. You also agree to comply with all applicable laws and regulations, and to obtain all necessary permits for any repairs or improvements.

Our Right to Refinance: We reserve the right to refinance the loan, and to substitute a new lender for the lender named in this agreement. Any amount of principal or interest paid by you to the lender named in this agreement shall be applied to the same amount of principal or interest on the new loan.

Default: You will be in default of this agreement if you fail to pay any amount due to the lender on the date specified in the schedule of payments, or if you fail to comply with any other term of this agreement.

Remedies: If you are in default of this agreement, we may declare the loan to be in default, and we may foreclose on the PROPERTY. We may also sell any part of the PROPERTY, and we may take any other action that we deem necessary to protect our interests.

Assignment: We may assign or otherwise dispose of all or part of our interest in this agreement, and you agree to accept the assignment of all or part of the loan to any assignee of ours.

Severability: If any provision of this agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect.

Entire Agreement: This agreement, together with the schedule of payments, constitutes the entire agreement between you and the lender, and it supersedes all other agreements, oral or written, between you and the lender.

Assignment of Rights: We reserve the right to assign or otherwise dispose of all or part of our interest in this agreement, and you agree to accept the assignment of all or part of the loan to any assignee of ours.

Waiver: We may waive any or all of the provisions of this agreement, and we may do so from time to time.

Force Majeure: If any provision of this agreement is rendered inoperative by any act of God, war, terrorism, or other event beyond the control of the lender, the lender shall not be liable for non-performance under this agreement.

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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.

NONE

Additional Provisions.

NONE

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 FEBRUARY 25, 1997

Witnesses:

Signature: X William Kosinar

Name: WILLIAM KOSINAR

Signature: X Kerry Mantell

Name: Kerry Mantell

Mortgagors:

Signature: X Todd E. Kramer

Name: TODD E. KRAMER

Address: 5619 CAROL
MORTON GROVE, IL 60053

Marital Status: HIS WIFE

Signature: X Gwen L. Mantell-Herron

Name: GWEN L. MANTELL-HEBRON

Address: 5619 CAROL
MORTON GROVE, IL 60053



STATE OF ILLINOIS)
COUNTY OF DUPAGE) ss.

I, RHEA TOSINO, certify that TODD KRAMER AND GWEN L. MANTELL-HERRON 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.

Rhea Tosino

Dated FEBRUARY 25, 1997

This instrument prepared by:
Virginia A. 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.

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We will have the maps and records of the...
are cumulative. No map or record will be...
Expenses: You will pay for all...
attempting to collect...
documentary evidence...
first mortgage...
become part of the title.

Notices: Notices to you and yours will be...
delivered personally.

Other Terms: This mortgage is binding...
on successor and assigns...
provisions.

First Mortgage: If the Mortgages...
if due, whether by acceleration...
You agree to provide...
of principal or interest...
obligation, to pay the...
obligations will be...
line. We may...
you question...
increase the debt...

Assignment of Interest as Purchaser:
in all land contracts...
each installment...
acceleration...
to provide...
times of using...
of person...
obligations will...
We may...
agreement. We...
Unlimited Agreement...
holder of...
non-disclosure...
predecessor...

Assignment of Easements and Profits:
I grant...
for...
of the PROPERTY...
You agree to...
point of such...
the obligation...
upon demand...
consent to the...
such lease, land...
interest or any...
terminating...
Notwithstanding...

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