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Mortgage —
Home Equity Line of Credit

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

CHARLES H. GEIGER III
LAURIE S. GEIGER

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 CITY of NORTHBROOK, County of COOK State of Illinois, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

PIN# 04-10-117-001-0000

PRIMARY ADDRESS: 1103 MEADOW RD, NORTHBROOK, IL 60062
COOK COUNTY

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 March 14, 19 97, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a

credit limit of \$ 100,000.00, 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.

97294604

DEPT-01 RECORDING \$29.50
T#0014 TRAN 1987 04/28/97 09:58:00
#9083 JW *-97-294604
COOK COUNTY RECORDER

97294604

29.50

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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 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. In this Mortgage, words written in capital letters (such as "AGREEMENT") refer to information on the other side.

Promise to Pay: You promise to pay all DDBI in accordance with the terms of the AGREEMENT. Lender's Mortgage

Warranties: You represent and warrant to us that all financial information you that you are providing to us is true and accurate in all material aspects of the PROPERTY, and any guarantee of the DDBI is and will be complete, correct and not subject to any conditions.

Taxes: You agree to pay all taxes, assessments and similar charges levied on the PROPERTY, including property taxes, and to provide us with satisfactory proof of payment within 30 days of the date of payment.

Insurance: You agree to keep the PROPERTY covered against fire, theft, and other risks in accordance with the terms of the AGREEMENT. You agree to pay all premiums on this insurance in the United States, including any applicable sales tax, and to provide us with a copy of your most recent policy or certificate of insurance. If the insurance policy is terminated or modified without at least 30 days' prior written notice to us, you agree to immediately notify us of any loss or damage and to provide us with satisfactory proof of payment.

You agree to immediately notify us of any loss or damage and to provide us with satisfactory proof of payment. All proceeds payable under any insurance policy covering the PROPERTY shall be applied to the mortgage has priority over any other claim against the PROPERTY, whether or not such proceeds are due to you. We may, but need not, require that all or part of the proceeds be used to pay the DDBI. We may, but need not, require that all or part of the proceeds be used to pay the DDBI. We may, but need not, require that all or part of the proceeds be used to pay the DDBI. We may, but need not, require that all or part of the proceeds be used to pay the DDBI.

Maintenance and Repair: You agree to keep the PROPERTY in good condition and to maintain the PROPERTY in accordance with the terms of the AGREEMENT. You may not substantially alter or remove any structure, fixture, or equipment 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 pay for all repairs and maintenance to the PROPERTY damaged by casualty. You agree to pay for all repairs and maintenance to the PROPERTY damaged by casualty.

Our Right to Perform: If you fail to pay the DDBI, we may, at our option, perform your obligations under this Mortgage. We may, at our option, perform your obligations under this Mortgage. We may, at our option, perform your obligations under this Mortgage. We may, at our option, perform your obligations under this Mortgage. We may, at our option, perform your obligations under this Mortgage.

Condemnation: If any part of the PROPERTY is taken or condemned, we will receive the proceeds of the taking (except any portion of the proceeds that is paid to you) and applied to the DDBI, whether or not it is due to us. We may, at our option, require you to rebuild or restore any part of the PROPERTY damaged by casualty.

Default: You will be in default under this Mortgage if you do any of the following:

- You are in default under the AGREEMENT.
- You fail to do anything you agree to do or do anything that is prohibited by this Mortgage.
- Any warranty or representation you made in this Mortgage or in any other document in any material respect when made.
- You fail to pay any other debt that is secured by a lien on the PROPERTY when due.
- A foreclosure or forfeiture proceeding is begun with respect to 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 attached, levied, or otherwise encumbered in violation of the terms of this Mortgage.
- Any material part of the PROPERTY is damaged, whether or not you are responsible for the damage.
- If the holder of any first mortgage commences foreclosure of the first mortgage on the PROPERTY.

Remedies: If you are in default:

- We may declare the DDBI to be immediately due and payable with interest on arrears.
- We may foreclose this Mortgage.
- We may sell any part of the PROPERTY, at public sale, and execute and deliver to the purchaser any deed, mortgage, or other conveyances, and obtain a deficiency judgment if the proceeds of a foreclosure sale are insufficient to satisfy the debt.
- 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 right of a 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 due you under any such Mortgage. We will not assume your obligations under any lease or sale agreement.
- We may pay on your behalf all or any part of the debt and obligations then secured by any first mortgage on the PROPERTY, and the debt and payable and whether or not you are then in default under the first mortgage. If we do, we will not be required to do so. Any payment we make shall become part of the DDBI and shall be payable on our demand, together with interest at the same rate as the DDBI bears from time to time.
- We may obtain or update commitments for title insurance, tax returns, title searches and title insurance concerning the PROPERTY. Any amounts that we spend in doing so will become part of the DDBI.
- 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 Mortgagor shall not be entitled to possession of the premises.

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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 March 14, 19 97.

Witnesses:
Signature: X _____
Name: _____
Signature: X _____
Name: _____

Mortgagors:
Signature: X Charles H. Geiger III
Name: CHARLES H. GEIGER III
Address: 1104 MEADOW RD
NORTHBROOK, IL 60062
Marital Status: his wife

Signature: X Laurie S. Geiger
Name: LAURIE S. GEIGER
Address: 1103 MEADOW RD
NORTHBROOK, IL 60062

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

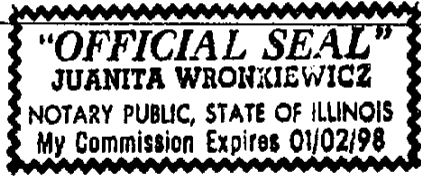
I, Juanita Wronkiewicz, certify that Charles H. Geiger III and Laurie S. Geiger personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.

Dated 3-14, 1997

This instrument prepared by:
SANDRA HATHAWAY

Subsequent tax bills are to be sent to the following:
Juanita Wronkiewicz, Notary

Old Kent Bank
Consumer Loan Dept.
P.O. Box 100
Grand Rapids, MI 49501



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EXHIBIT A

The following described premises, to-wit:

Lot 39 in Northbrook Estates Unit No. 2, a Subdivision in Sections 9 and 10, Township 42 North, Range 12, East of the Third Principal Meridian according to the plat recorded March 30, 1954 as document 15,868,248 in Cook County, Illinois.

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

BEING the same property conveyed to Charles H. Geiger and Laurie S. Geiger from Northbrook Trust Savings Bank by virtue of a Deed dated April 10, 1987, recorded April 28, 1987 in Instrument No. 87-225799 in Cook County, Illinois.

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