

97319620

A

Mortgage —

Home Equity Line of Credit

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

EDWARD PEROVIC
NANCY PEROVIC

DEPT-01 RECORDING \$27.00
T#0009 TRAN 8448 05/07/97 10:34:00
#2163 + SK *-97-319620
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 CHICAGO of CHICAGO County of COOK State of Illinois, described as follows:

LOTS 30 AND 31 IN BLOCK 29 IN KIMBARK'S ADDITION TO HYDE PARK, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/2 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 20-11-420-050-0000

PROPERTY ADDRESS: 5440 S KIMBARK AVE, CHICAGO, IL 60615

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 4-21, 19 97, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a

credit limit of \$ 40,000.00, 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.

Handwritten number 2200 and vertical stamp 97319620

UNOFFICIAL COPY

MORTGAGE AGREEMENT

These terms are part of the Mortgage Agreement. You agree to accept the terms of the Mortgage Agreement. The Mortgage Agreement is the document that you signed and that appears on the other side of this document. The Mortgage Agreement is also referred to as "AGREEMENT" in this document.

Promise to Pay: You agree to pay all of the following:

Warranties: You represent and warrant that you own the **PROPERTY**, and are a legal owner of the **PROPERTY**.

Eviction: You agree to provide us with satisfactory proof that you are not in default of any other mortgage loans on the **PROPERTY**.

Insurance: You agree to keep the **PROPERTY** insured against fire and theft. You agree to pay all of the following: (a) the cost of the insurance; (b) the cost of interest; (c) the cost of any other charges; (d) the cost of any other charges mentioned or identified in this document.

You agree to immediately notify us if you receive any notice from the mortgage lender that the mortgage has become due. We may exercise our rights under this document if you do not comply with the terms of this document.

Maintenance and Repairs: You agree to maintain the **PROPERTY** in good condition and to comply with all applicable laws and regulations. You agree to repair and maintain the **PROPERTY** in accordance with the terms of this document.

Your Right to Remove: You agree to remove any personal property, fixtures, or other items from the **PROPERTY** that you own or control. You agree to remove any such items from the **PROPERTY** at the time of the sale of the **PROPERTY** or at the time of the completion of the **PROPERTY**.

Confirmation: You agree to confirm the completion of the **PROPERTY** and to provide us with a copy of the final report of the lender. You agree to provide us with a copy of the final report of the lender and to provide us with a copy of the final report of the lender.

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

- You do not pay any of the amounts due to us.
- You fail to comply with the terms of this document.
- You fail to provide us with satisfactory proof that you are not in default of any other mortgage loans on the **PROPERTY**.
- You fail to provide us with satisfactory proof that you are not in default of any other mortgage loans on the **PROPERTY**.
- You fail to provide us with satisfactory proof that you are not in default of any other mortgage loans on the **PROPERTY**.
- You fail to provide us with satisfactory proof that you are not in default of any other mortgage loans on the **PROPERTY**.
- You fail to provide us with satisfactory proof that you are not in default of any other mortgage loans on the **PROPERTY**.

Remedies: If you are in default, we may:

- We may declare the **PROPERTY** to be in default.
- We may foreclose the Mortgage.
- We may sell any part of the **PROPERTY** to satisfy the debt.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.

Remedies: If you are in default, we may:

- We may declare the **PROPERTY** to be in default.
- We may foreclose the Mortgage.
- We may sell any part of the **PROPERTY** to satisfy the debt.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.

Remedies: If you are in default, we may:

- We may declare the **PROPERTY** to be in default.
- We may foreclose the Mortgage.
- We may sell any part of the **PROPERTY** to satisfy the debt.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.

Remedies: If you are in default, we may:

- We may declare the **PROPERTY** to be in default.
- We may foreclose the Mortgage.
- We may sell any part of the **PROPERTY** to satisfy the debt.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.

Remedies: If you are in default, we may:

- We may declare the **PROPERTY** to be in default.
- We may foreclose the Mortgage.
- We may sell any part of the **PROPERTY** to satisfy the debt.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.

Remedies: If you are in default, we may:

- We may declare the **PROPERTY** to be in default.
- We may foreclose the Mortgage.
- We may sell any part of the **PROPERTY** to satisfy the debt.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.
- We may, to the extent permitted by law, exercise any rights or remedies available to us under this agreement or any other agreement.

97319620

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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 4-21-97, 1997.

Witnesses:

Signature: X _____

Name: _____

Signature: X _____

Name: _____

Mortgagors:

Signature: [Signature]

Name: _____

Address: _____

Marital Status: _____

Signature: [Signature]

Name: _____

Address: _____

EDWARD PEROVIC

5440 S KIMBARK AVE

CHICAGO, IL 60615

MARRIED

NANCY PEROVIC

5440 S KIMBARK AVE

CHICAGO, IL 60615

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, WILLIAM D MINAGHAN

EDWARD AND NANCY PEROVIC

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 _____ signed and delivered the instrument

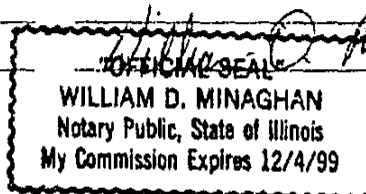
as _____ free and voluntary act, for the uses and purposes therein set forth.

Dated 4-21- 1997

This instrument prepared by:
SANDRA HATHAWAY

~~Subsequent tax bills are to be sent to the following:~~

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



97319620

UNOFFICIAL COPY

We will have the rights and remedies of a perfected mortgage. We will also have the right to exercise the Mortgagee's cumulative remedies under the Mortgage and to foreclose on the Mortgagee's cumulative remedies.

Expenses: You will pay all known and unknown expenses, including reasonable attorney's fees, incurred by us in attempting to collect the Debt. In addition, you will pay all reasonable expenses, including reasonable attorney's fees, incurred by us in connection with the defense of any lawsuit, including any lawsuit brought by you, to enforce the first mortgage, or in protecting our rights under the Mortgage. You will also pay all reasonable expenses incurred by us in connection with the Mortgage.

Notice: Notices and other communications to you under this Mortgage shall be deemed to have been delivered to you if they are delivered to you at the address set forth in the Mortgage.

Other Terms: The Mortgage is subject to the terms and conditions set forth in the Mortgage and to the provisions of the Mortgage.

First Mortgage: The Mortgage is a first mortgage on the property described in the Mortgage. It is a lien on the property, whether or not the property is currently owned by you. You agree to pay the Debt to us, or to the principal or agent of the lender, in accordance with the obligation to pay the Debt set forth in the Mortgage. We may, at any time, assign the Mortgage to another lender. You agree to pay the Debt to the lender to whom the Mortgage is assigned.

Assignment of Interest: We may, at any time, assign the Mortgage to another lender. You agree to pay the Debt to the lender to whom the Mortgage is assigned. We may, at any time, assign the Mortgage to another lender. You agree to pay the Debt to the lender to whom the Mortgage is assigned.

Assignment of Terms and Conditions: We may, at any time, assign the Mortgage to another lender. You agree to pay the Debt to the lender to whom the Mortgage is assigned. We may, at any time, assign the Mortgage to another lender. You agree to pay the Debt to the lender to whom the Mortgage is assigned.

Assignment of Terms and Conditions: We may, at any time, assign the Mortgage to another lender. You agree to pay the Debt to the lender to whom the Mortgage is assigned. We may, at any time, assign the Mortgage to another lender. You agree to pay the Debt to the lender to whom the Mortgage is assigned.

02961518951

Property of Cook County Clerk's Office

MADE IN CHINA
MARCAMMA D. MARLEY
2011 to 2012 of 10/1/2011
000001 page 1 of 10