

Mortgage —  
Home Equity Line of Credit

1990 07 28 09:19:33

**OLD KENT**

Old Kent Bank  
105 South York Street  
Elmhurst, Illinois 60126

THOMAS M. & KATHLEEN S. HAWRYSZ

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 WESTERN SPRINGS County of COOK State of Illinois, described as follows:

\*\*\*\*\*SEE ATTACHED DESCRIPTION\*\*\*\*\*

P.I.N. # 18-07-201-024

COLLATERAL ADDRESS: 4717 FAIR ELMS AVE. WESTERN SPRINGS/COOK/IL 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 06-09, 19 98, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 65,000.00, 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.

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## MORTGAGE AGREEMENT

These terms are part of your Mortgage Agreement, and are subject to the provisions of the "Mortgage" instrument. The terms of this Agreement shall be construed in accordance with the provisions of the "Mortgage" instrument, and shall be subject to the provisions of the "Mortgage" instrument. The terms of this Agreement shall be subject to the provisions of the "Mortgage" instrument.

**Promise to Pay:** You promise to pay to the lender, or its assigns, the principal amount of the loan, together with interest, taxes, and any other charges, as provided in the "Mortgage" instrument.

**Warrent:** You warrant that you are the owner of the PROPERTY, and that you have the right to mortgage the PROPERTY. You also warrant that you are not under any legal obligation to pay any other debt secured by a mortgage on the PROPERTY.

**Taxes:** You are responsible for paying all taxes, including property taxes, assessed against the PROPERTY, as provided in the "Mortgage" instrument.

**Insurance:** You are responsible for insuring the PROPERTY against fire and theft, and for maintaining the PROPERTY in good repair. You also agree to provide adequate maintenance and repairs to the PROPERTY.

**Our Right to Foreclose:** If you fail to pay the loan as provided in the "Mortgage" instrument, we may foreclose on the PROPERTY. Any interest in the PROPERTY that you have at the time of foreclosure shall be subject to our right to foreclose.

**Condemnation:** If the PROPERTY is taken by eminent domain, the proceeds of the condemnation shall be subject to the provisions of the "Mortgage" instrument, and shall be applied to the debt secured by the mortgage.

**Default:** You will be in default under this mortgage if you fail to:

- pay the loan as provided in the "Mortgage" instrument;
- pay any taxes, including property taxes, assessed against the PROPERTY;
- pay any other charges, including interest, as provided in the "Mortgage" instrument;
- maintain the PROPERTY in good repair;
- provide adequate maintenance and repairs to the PROPERTY;
- insure the PROPERTY against fire and theft;
- comply with any other obligations provided in the "Mortgage" instrument.

**Remedies if you are in default:**

- We may declare the DEBT to be due and payable immediately.
- We may foreclose this Mortgage.
- We may sell any part of the PROPERTY, or any other property, and use the proceeds to pay the debt, together with interest, costs, and expenses, and obtain a deficiency judgment if the proceeds of the sale are not sufficient to pay the debt.
- We may, to the extent permitted by law, collect any rents or profits, other than the rental income, from the PROPERTY, and set off such amounts against the debt. We will have no obligation to make any advance or improve the PROPERTY, and we will not be present or file any claim or take any other action to collect or enforce the payment of any amount due under the Mortgage. We will not assume your obligations under any lease or other agreement.
- We may pay on your behalf all or any part of the debt and obligations thereunder, and you shall remain liable for the debt and payable and whether or not you are then in default under the first mortgage. The amount of any such payment we make shall become part of the DEBT, and shall be payable as provided in the "Mortgage" instrument.
- We may obtain or update commitments for all amounts that you owe us, together with interest, costs, and expenses, and the amount of any such commitment that we spend in doing so shall become part of the DEBT.
- We may exercise any of your rights and options under any lease, land contract, or other agreement, or the right to purchase any interest in the PROPERTY, including any option to purchase the PROPERTY, or to purchase any other interest in the PROPERTY, or to prepay in whole or in part the lease, land contract, or other agreement. We will exercise any such right or option.
- Prior to the entry of judgment of foreclosure, Mortgagee and Mortgagee agree that Mortgagee shall have the right to possession of the premises.

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Legal Description: The North 15 feet of the Lot 10, Lot 11 (except the North 45 feet thereof) in Block 1 in Forest Hills Commercial and Park District Subdivision of Blocks 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32, 41, 42, 43 and 44 in "The Forest Hills of Western Springs," a Subdivision of the East half of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, and that part of Blocks 12, 13, 14 and 15 in "The Highlands" being a Subdivision of the Northwest quarter and the West 800 feet of the North 144 feet of the Southwest quarter of Section 7, Township 38 North, Range 12, East of the Third Principal Meridian, lying East of a line 33 feet West of and parallel with the East line of said Northwest quarter of said Section 7; also Lots 1, 2, 3, 4 and 5, except that part thereof dedicated for Street by Plat Document No. 209880 in Block 12 in "The Highlands" aforesaid, all in Cook County, Illinois; also Fair Elms Avenue (now vacated) as shown on Plat of Forest Hills of Western Springs aforesaid, filed in the Office of the Registrar of Titles of Cook County, Illinois, as Document Number 209880.

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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 06-09, 19 98

Witnesses: Signature: X [Signature] Name: JOANNE STADNICKI Signature: X [Signature] Name: Janice Raspar

Mortgagors: Signature: X [Signature] Name: THOMAS M. HAWRYSZ Address: 4717 FAIR ELMS AVE, WESTERN SPRINGS, IL 60558 Marital Status: MARRIED

Signature: X [Signature] Name: KATHLEEN S. HAWRYSZ Address: 4717 FAIR ELMS AVE, WESTERN SPRINGS, IL 60558



STATE OF ILLINOIS

COUNTY OF COOK

I, JOANNE STADNICKI, certify that THOMAS M AND KATHLEEN S. HAWRYSZ 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 06-09, 19 98

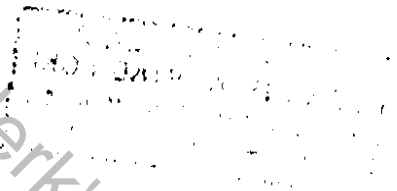
This instrument prepared by: AMANDA DEGARMO OLD KENT BANK P.O. BOX 100 GRAND RAPIDS, MI 49501

Subsequent tax bills are to be sent to the following.

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