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1998-08-12 11:18:51
Cook County Recorder 33.50

Mortgage
Home Equity Line of Credit
982848 (3acc)

OLD KENT

Old Kent Bank
105 South York Street
Elmhurst, Illinois 60126

HOWARD ALBERT AND CATHY GOLDBERG

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

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 VILLAGE of RIVER FOREST, County of COOK State of Illinois, described as follows:

***** SEE ATTACHED *****

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 Agreement

dated JULY 29, 1998 including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 41,500.00 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 initials and a circled number '7' at the bottom right corner.

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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, in this Mortgage, and the "Mortgagor" mean each person who signs this Mortgage. "We", "us", "you" or the "Bank" and the "Mortgagee" and 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 printed in capital letters (such as "AGREEMENT") refer to information on the other side.

Promise to Buy: You promise to purchase all DEBT in accordance with the terms of the AGREEMENT and this Mortgage.

Warranties: You represent and warrant that all DEBT, and other information that you have given us or will give us concerning you, the PROPERTY, and any guarantor of the DEBT, is complete, correct and not misleading.

Taxes: You agree to pay all taxes, assessments and other charges levied on the PROPERTY before any interest is payable to us. You must provide us with satisfactory proof of payment within 30 days of the date the taxes, assessments or similar charges are due.

Insurance: You agree to keep the PROPERTY insured against loss or damage within limits, forms of coverage and insurers acceptable to us. You agree to pay all premiums on this insurance when due. Each insurance policy must provide that any loss will be payable to us to the extent of our interest. Your insurance policy or certificate of insurance must be delivered to us. Each policy must provide that it may not be canceled, terminated or modified without at least ten days' prior written notice to us.

You agree to immediately notify us of any loss or damage to the PROPERTY. We have the right to make any insurance claim if you do not do so promptly. All proceeds payable under any insurance policy (except any portion of the proceeds as to which the holder of any first mortgage has priority over us), whether or not endorsee, shall be paid directly to us, and applied to the DEBT, whether or not it is then due. We may, but need not, require that all or part of the proceeds be used to reimburse us for the PROPERTY. We are authorized to settle, adjust or compromise, as your agent, any claim under any such insurance policy.

Maintenance and Repair: You agree to keep the PROPERTY in good condition, and repair, you agree to repair or allow repair, waste of the PROPERTY. You may not substantially alter or remove any structure or fixture 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 promptly repair or restore any part of the PROPERTY damaged by casualty. You agree to pay all charges for utilities or other services to the PROPERTY when due.

Our Right to Perform: If you fail to pay the taxes, assessments and other similar charges, to maintain or repair the PROPERTY, or to perform any other obligation you have under this Mortgage, then we have the right, but not the obligation, to perform these obligations for you. Any amounts we spend in performing our obligations will become part of the DEBT, payable to us with interest. We will bear interest at the same rate as the DEBT bears from time to time. We have the right to enter the PROPERTY and to take any action to protect the PROPERTY or perform any of your obligations.

Condemnation: If any part of the PROPERTY is taken, either temporarily or permanently, by eminent domain proceedings, or if the proceeds of the taking (except any portion of the proceeds as to which the holder of any first mortgage has priority over us) are paid to us and applied to the DEBT, whether or not it is then due. We are authorized to accept, on behalf of the lender, any offer of compensation for the rebuild or restore any part of the PROPERTY damaged or destroyed as a result of an eminent domain proceeding.

Default: You will be in default under this Mortgage if you are in default under the AGREEMENT:

- You are in default under the AGREEMENT
- You fail to do anything you agree to do, or do anything you agree not to do, under the Mortgage, or you fail to do anything you agree to do on your behalf and whether or not you have reimbursed us for any payment we are required to make under the Mortgage.
- Any warranty or representation you made in the Mortgage or in any other document in connection with this Mortgage is untrue 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 foreclosure proceeding is begun with respect to the PROPERTY.
- You sell, transfer, or lease an interest in the PROPERTY without our written consent.
- You cause or permit any interest in the PROPERTY to be subjected to a lien, except a lien in favor of us, or to any other attachment, punishment, or other encumbrance or legal proceeding, except as authorized by the terms of this Mortgage or by operation of law.
- Any material part of the PROPERTY is damaged, whether or not covered by insurance, and you fail to repair or restore it as required by this Mortgage.
- If the holder of any first mortgage commences foreclosure of the first mortgage, whether by judicial or non-judicial means.

Remedies: If you are in default:

- We may declare the DEBT to be immediately due and payable without notice or demand.
- We may foreclose this Mortgage.
- We may sell any part of the PROPERTY, at public sale, and exercise and collect all other remedies available to us as a result of conveyances, and obtain a deficiency judgment if the proceeds of a sale are not sufficient to satisfy the debt secured by this Mortgage.
- We may, to the extent permitted by law, collect any rent, profits, or other amount due you or any other person under any lease or other agreement by which you are leasing, or selling, any interest in the PROPERTY, and exercise and collect all other remedies available to us as a result of the present or file any claim or take any other action to collect or enforce the payment of any amount due you or any other person 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 then secured by any first mortgage on the PROPERTY, whether or not you are then in default under the first mortgage. Mortgagee's debt, or any other debt, that we make shall become part of the DEBT, and shall be payable on our demand, together with interest, from the date of payment of the debt from time to time.
- We may obtain or update commitments for title insurance, historical title searches, and other services from a title insurance company. Any amounts that we spend in doing so will become part of the DEBT.
- We may exercise any of your rights and options under any lease, deed, contract or other agreement, including the right to purchase any interest in the PROPERTY, including any option to purchase the PROPERTY, or any other agreement, contract or other agreement, or to prepay in whole or in part the lease, loan or contract or other agreement, whether or not you exercise any such right or option.
- Prior to the entry of judgment of foreclosure, Mortgagee and Mortgagee's debt shall be a lien in favor of Mortgagee on all real property of the premises.

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 JULY 29, 19 98

Witnesses:

Signature: X

Name:

Signature: X

Name:

Mortgagors:

Signature: X

Name: HOWARD ALBERT

Address: 550 N. FRANKLIN

RIVER FOREST, IL. 60305

Marital Status: MARRIED

Signature: X

Name: CATHY GOLDBERG

Address: 550 N. FRANKLIN

RIVER FOREST, IL. 60305

STATE OF ILLINOIS

COUNTY OF COOK

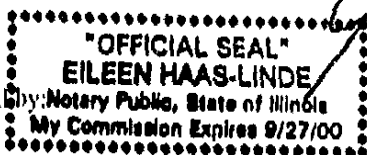
I, EILEEN HAAS-LINDE

HOWARD ALBERT AND CATHY GOLDBERG

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.



This instrument prepared by:

Dated July 29, 19 98

Subsequent tax bills are to be sent to the following.

We will make the rules and remedies provided in this Mortgage enforceable to the extent that they are not prohibited by law. The Mortgage are cumulative. No right or remedy will be waived by our delayed or partial exercise of any such cumulative rights.

Expenses: You will pay on demand any expenses, including attorney's fees, legal fees, and any other expenses that we incur in attempting to collect this Debt. In addition you agree, as part of your obligations under this Mortgage, to pay for all costs of all documents, evidence, expert witness fees, publications, costs of a number of legal and other actions, including the cost of this first mortgage, or in protecting our rights and enforcing them. All such costs, including the Mortgage, shall be deemed to have become part of the Debt.

Notices: Notices to you and to us, will be given either personally given to you and to us, or by registered mail, return receipt requested. Notices to you will be delivered personally.

Other Terms: This Mortgage is binding on your heirs, executors, administrators, and personal representatives, and on the successors and assigns. Any provision of the Mortgage that is held to be unenforceable shall be enforceable to the maximum extent permitted by law.

First Mortgage: If this Mortgage is subject to a first mortgage, you agree to pay and perform the obligations of the first mortgage which it is due, whether by acceleration or otherwise. You also agree to pay and perform the obligations of the first mortgage. You agree to provide us with proof of payment or performance of the first mortgage upon demand. If you fail to pay or perform any of your obligations, to pay the installment or to pay or perform such other obligations, your debt hereunder will become part of the DEBT, payable by you on demand and will bear interest at the rate of 18% per annum from the time we may rely upon any written notice of default under the first mortgage to make a demand for the debt. If you question or deny the existence, extent, or nature of the debt, you shall not be entitled to demand or receive any interest on the debt or increase the debt secured by the first mortgage without our prior written consent.

Assignment of Interest as Purchaser: You assign and agree to assign a beneficial ownership of the DEBT to us, and to pay in all land contracts or other agreements in which you are purchasing any part of the PROPERTY, the obligations of the DEBT. You agree to pay each installment of principal or interest required to be paid by the first mortgage, whether by acceleration or otherwise, and to provide us with proof of your payment or performance whenever we so require. If you fail to pay or perform any of your obligations, to pay the installment or to pay or perform any other obligations, your debt hereunder will become part of the DEBT, payable by you on demand and will bear interest at the rate of 18% per annum from the time we may rely upon any written notice of default under the first mortgage to make a demand for the debt. If you question or deny the existence, extent, or nature of the debt, you shall not be entitled to demand or receive any interest on the debt or increase the debt secured by the first mortgage without our prior written consent.

Assignment of Leases and Land Contracts: As additional security for the DEBT, you agree to assign to us, and grant us a security interest in all of your obligations and interests in any lease, land contract, or other agreement for the use of the PROPERTY. You assign to us all existing and future leases, land contracts, or other agreements for the use of the PROPERTY. You agree to pay and perform all of your obligations under any such lease, land contract, or other agreement, and to provide us with proof of such payment or performance whenever we so require. If you fail to pay or perform any of your obligations, to do so on your behalf. Any amount due or to be paid or performed under any such lease, land contract, or other agreement shall be deemed to have become part of the DEBT, payable by you on demand, and will bear interest at the rate of 18% per annum from the time we may rely upon any written notice of default under the first mortgage to make a demand for the debt. If you question or deny the existence, extent, or nature of the debt, you shall not be entitled to demand or receive any interest on the debt or increase the debt secured by the first mortgage without our prior written consent.

RECORDED
1998 JUN 10 10 50 AM '98
CLERK OF COUNTY

LOT 13 IN BLOCK 5 IN LATHROP'S RESUBDIVISION OF PART OF LATHROP AND SEAVERN'S ADDITION TO RIVER FOREST, BEING A RESUBDIVISION OF ALL OF THAT PART LYING EAST OF PARK AVENUE TOGETHER WITH THE EAST 3/5 OF BLOCK 15 IN SAID LATHROP AND SEAVERN'S ADDITION IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N.# 15-12-109-033

ADDRESS: 550 NORTH FRANKLIN AVE. RIVER FOREST/COOK/ILLINOIS

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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 JULY 29 19 98

Witnesses:

Signature: X

Name:

Signature: X

Name:

Mortgagors:

Signature: X

Name: HOWARD ALBERT

Address: 550 N. FRANKLIN

RIVER FOREST, IL. 60305

Marital Status: MARRIED

Signature: X

Name: CATHY GOLDBERG

Address: 550 N. FRANKLIN

RIVER FOREST, IL. 60305

STATE OF ILLINOIS

COUNTY OF COOK

I, EILEEN NAAS LINDEN

HOWARD ALBERT AND CATHY GOLDBERG

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 THEY signed and delivered the instrument

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

Dated July 29 1998

This instrument prepared by:

Subsequent tax bills are to be sent to the following.

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We will have the rights and remedies provided in this Mortgage in addition to all other rights and remedies available to us under any applicable law. No right or remedy will be waived by our delivery or payment of this Mortgage.

Expenses: You will pay on demand any expenses, including attorney fees, payable to or on behalf of the lender, in connection with the attempt to collect the Debt. In addition, you agree to pay, on demand, all reasonable costs of collection, including the cost of obtaining documentary evidence, expert witness fees, judgment and costs of collection, including the cost of obtaining a writ of possession, first mortgage, or an order that our rights and remedies are not subject to any other lien or encumbrance, to become part of the Debt.

Notices: Notices to you and to us will be provided by personal delivery, by registered mail, or by first class mail, postage guaranteed, delivered personally.

Other Terms: The Mortgage is made in compliance with the provisions of the Uniform Residential Mortgage Act, and is subject to the provisions of our successors and assigns. Any provisions of this Mortgage that conflict with the provisions of the Act are hereby rejected.

First Mortgage: In this Mortgage, we are the first mortgagee. It is due, whether by acceleration or otherwise, when you are in default of your obligation to pay the principal or interest on the Debt. You agree to provide us with proof of payment of principal or interest on the Debt. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. If you do not provide such proof, we may rely upon our written records of payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records.

Assignment of Interest as Purchaser: You agree to assign to us, in all land contracts or other instruments, by which you acquire an interest in real property, the right to receive payment of each installment of principal or interest on the Debt. You also agree to provide us with proof of payment of principal or interest on the Debt when it is due or if you fail to pay or personally pay the Debt. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records.

Assignment: We may do so even though you are not a party to the Purchase Agreement and there is no assignment of the Debt to us. The holder of your obligation may be a holder in due course. Foreclosure, forfeiture, or a claim of payment by a third party does not constitute a release of your obligation to us. You agree to provide us with proof of payment of principal or interest on the Debt when it is due or if you fail to pay or personally pay the Debt. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records.

Assignment of Leases and Land Contracts: You agree to assign to us, and grant as a security interest in all or part of the real property, by you as lessor and the all its terms and conditions, the right to receive payment of the PRINCIPAL and INTEREST on the Debt. You agree to provide us with proof of such payment or is deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records. If you do not provide such proof, we will be deemed to have received payment of principal or interest on the Debt. We may rely upon our written records of payment of principal or interest on the Debt, even if you question the accuracy of our records.

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