

Pending 005

98027998

THIS INDENTURE WITNESSETH, That David A. Kelly and Sandra R. Kelly ("Mortgagors") of Marion County, State of Indiana, hereby MORTGAGE and WARRANT to National City Bank of Indiana ("Mortgagee") the following described real estate located in Cook County, Illinois Common Address 2940 Bob-O-Link Road, Flossmoor, IL 60422

The Legal Description as follows:

Lot 8 in Block 5 of Heather Hill resubdivision being Raymond L. Lutgert's subdivision of that part of Section 12. Township 35 North, Range 13 East of the Third Principal Meridian, according to plat thereof recorded January 8, 1963 as Document 18691973 in Cook County, Illinois.

together with all rights, privileges, interests, easements, improvements and fixtures now or hereafter located upon or appertaining to such real estate (collectively referred to as the "Mortgaged Premises"), and all rents, issues, income and profits thereof, to secure the payment and all obligations of indebtedness of Mortgagors to Mortgagee, whether joint or several, under a Private Equity Line of Credit Agreement and Disclosure Statement (the "Loan Agreement") dated October 27, 1997, that establishes an open end line of credit for Borrower in the amount of \$ 122,000.00 with future advances, interest, and terms of payment as therein provided, or as it may be extended, renewed, amended or replaced. Mortgagors jointly and individually covenant and agree with Mortgagee that: FIRST. Mortgagors are 18 years of age, or over, citizens of the United States, and have the full capacity to execute this Mortgage as the owners in fee simple of the Mortgaged Premises which is free and clear of all liens and encumbrances except for the lien of taxes and assessments not delinquent and existing first mortgage

SECOND. Mortgagors will pay all indebtedness secured by this Mortgage when due, together with all costs and expenses of collection and foreclosure, including reasonable attorneys' fees, all without relief from valuation and appraisal laws.

THIRD. Mortgagors shall pay all taxes or assessments levied or assessed against the Mortgaged Premises or any part thereof when due and before penalties accrue. Also, Mortgagors shall not permit any mechanic's lien or other lien or encumbrance to attach to the Mortgaged Premises or any part thereof or further mortgage the Mortgaged Premises without Mortgagee's prior written consent.

FOURTH. Mortgagors shall keep the Mortgaged Premises in good repair at all times and shall not commit or allow the commission of waste thereof. Mortgagors shall procure and maintain in effect at all times hazard (fire and extended coverage) insurance in an amount which is at least equal to full replacement value

such insurance to be in amounts and with companies acceptable to Mortgagee and with a standard Mortgagee clause in favor of Mortgagee.

FIFTH. Mortgagee may, at its option and from time to time, advance and pay all sums of money which in its judgment may be necessary to protect or preserve the security intended to be given by this Mortgage. Such sums may include, but are not limited to, insurance premiums, taxes, assessments and liens which may be or become a lien upon the Mortgaged Premises, or any part thereof and all costs, expenses and attorneys' fees incurred. All sums of money so advanced shall be and become a part of the mortgage debt secured hereby and payable forthwith at the same rate of interest that is disclosed in the Loan Agreement and, at Mortgagee's option, the Mortgagee shall be subrogated to any lien so paid by it.

SIXTH. If Mortgagors shall sell, assign or otherwise transfer ownership of the Mortgaged Premises or any part thereof without the prior written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable.

SEVENTH. Upon any default by Mortgagors under this Mortgage or in the payment when due of any amounts under the Loan Agreement or this Mortgage, or if Mortgagor shall abandon the Mortgaged Premises or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for any part of the Mortgaged Premises, the entire indebtedness secured hereby shall, at the option of Mortgagee and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly. Upon foreclosure, Mortgagee may take possession of the Mortgaged Premises to collect any rents, issues, income or profits and apply the same to the payment of indebtedness secured hereby or have a receiver appointed to take possession of the Mortgaged Premises and collect all rents, issues, income or profits, during the period of foreclosure and redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate evidence of title or title insurance, obtain environmental assessments and testing of the Mortgaged Premises, as Mortgagee deems appropriate, with the costs and expenses thereof to be added to the unpaid principal balance secured by this Mortgage. All rights and remedies of Mortgagee hereunder are cumulative and are in addition to and not in limitation of any rights or remedies which Mortgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

EIGHTH. That it is contemplated that the Mortgagee may make future advances to the Mortgagors, whether joint or several, in which event this Mortgage shall secure the payment of any and all future advances and of any additional amount, provided that at no time shall the total amount owed by the Mortgagors to Mortgagee and secured by this Mortgage exceed the amount of \$ 122,000.00 and provided further that such future advances are equally secured and to the same extent as the amount originally advanced on the security of this Mortgage. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes, loan agreements or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby. The Mortgagee at its option may accept a renewal note, or other replacement documents, at any time for any portion of the indebtedness hereby secured and may extend the time for the payment of any part of said indebtedness without affecting the security of this Mortgage in any manner. This Mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mortgagors to the holder of this Mortgage, when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby.

NINTH. All rights and obligations of Mortgagors hereunder shall be binding upon their respective heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on this 27th day of October, 1997.

Signature of David A. Kelly, Name: David A. Kelly, State of Indiana

Signature of Sandra R. Kelly, Name: Sandra R. Kelly

County of Marion SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 27 day of October, 1997, personally appeared DAVID A. KELLY and SANDRA R. KELLY and acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

This instrument prepared by: S. Estridge

Signature of Cinda A. White, Notary Public

My commission expires: June 12, 1998 Residing in said county: Hendricks

This document prepared by S. Estridge.

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Handwritten calculations: 23.50, 2.00, 43.50

Handwritten initials: SN

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

. DEPT-01 RECORDING \$23.50
: T#0013 TRAN 7972 01/12/98 09:52:00
: \$2188 TB *-98-027998
: COOK COUNTY RECORDER
: DEPT-10 PENALTY \$20.00