

# UNOFFICIAL COPY

Mortgage —  
Home Equity Line of Credit

RECORDED

## OLD KENT

Old Kent Bank  
105 South York Street  
Elmhurst, Illinois 60126

JAMES J. ALLEN  
JODY M. ALLEN

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 WESTCHESTER, County of COOK, State of Illinois, described as follows:

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

PIN# 15-20-110-031-0000

PROPERTY ADDRESS: 1511 BOEGER AVE WESTCHESTER/COOK/ILLINOIS  
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 FEB 29, 1998, 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.

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~~IN TITLE INSURANCE~~

Knows All Men To These Effects. That the

Lot 3 in Block 16 in Midland Development Company's High Ridge Park First Addition being a Resubdivision of the East 117.36 feet of Lots 147 to 201, Lots 202 to 311, Lots 338 to 395, Lots 448 to 505, Lots 558 to 615 and Lots 642 to 751 in William Zelosky's High Ridge Park in the North West quarter of Section 20, Township 39 North, Range 121 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 15-20-120 031

Property of Cook County

DEPT-01 RECORDING  
181111 FROM 0711 07/22/93 14:12:00  
48043 @ M-23-57 154 1  
COOK COUNTY RECORDER

Office

# UNOFFICIAL COPY

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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 JAN 29, 1998

**Witnesses:**

Signature: [Signature]

Name: ERIN DEWESK

Signature: [Signature]

Name: Patricia L. Malley

**Mortgagors:**

Signature: X [Signature]

Name: JAMES J. ALLEN

Address: 1511 BOEGER AVE

WESTCHESTER IL 60154

Marital Status: MARRIED

Signature: X [Signature]

Name: JODY M. ALLEN

Address: 1511 BOEGER AVE

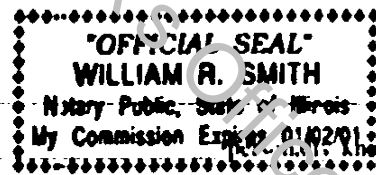
WESTCHESTER IL 60154

STATE OF ILLINOIS

COUNTY OF DuPage

I, William R. Smith

JAMES J. & JODY M. ALLEN



I, William R. Smith, Notary Public, State of Illinois, do hereby certify that JAMES J. & JODY M. ALLEN are 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 A free and voluntary act, for the uses and purposes therein set forth

[Signature]

Dated 1/29, 1998

This instrument prepared by

Subsequent tax bills are to be sent to the following

ROSEMARY ROBERTS  
O.C. KENT BANK  
CONSUMER LOAN DEPT.  
P.O. BOX 100  
GRAND RAPIDS, MI 49501



# UNOFFICIAL COPY

We will provide a copy of this document to the lender and the lender will provide a copy of this document to the lender.

**Expenses:** You are responsible for all expenses incurred by you or the lender in connection with the loan, including but not limited to, recording fees, title insurance, and other costs. You agree to pay these expenses within the time specified in the loan agreement.

**Notice:** Notices to you or the lender shall be in writing and shall be delivered to the address specified in the loan agreement.

**Other Terms:** The terms and conditions of the loan are set forth in the loan agreement, which you have read and understood.

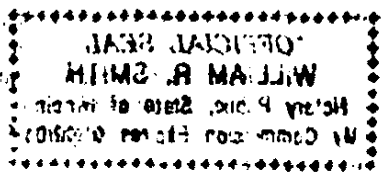
**First Mortgage:** This document is a first mortgage on the property described in the loan agreement. You agree to pay the mortgage in accordance with the terms of the loan agreement. You agree to provide the lender with all information necessary to verify your ability to pay the mortgage.

**Assignment of Interest:** You agree to assign to the lender all of your interest in the property described in the loan agreement. This assignment shall be effective as to all obligations of yours or the lender under the loan agreement.

**Agreement:** You agree to the terms and conditions of the loan agreement, including the assignment of interest. You agree to provide the lender with all information necessary to verify your ability to pay the mortgage.

**Assignment of Easements and Eminent Domain:** You agree to assign to the lender all of your interest in the property described in the loan agreement, including any easements and the right of eminent domain.

**Official Seal:** This document is a true and correct copy of the original document as recorded in the Public Record Office of Cook County, Illinois.



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