

MAIL TO

BOX 5521

UNOFFICIAL COPY

99611186

This document was prepared by and return to:

NATIONAL CITY BANK OF MI

16333 Trenton Road

Southgate, Michigan 48195

Loc. # 56-RK01-L2

5906/0109 49 001 Page 1 of 7

1999-06-24 14:41:22

Cook County Recorder

33.00



99611186

150,021

**MORTGAGE**

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 06/04/1999 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: ~~JAMES A. HOCKEMEYER~~ <sup>Dceased.</sup> & ARLENE M. HOCKEMEYER  
WHOSE ADDRESS IS 1514 BEACH AVENUE, LAGRANGE PARK, IL 60526

LENDER: National City Bank of Michigan/ Illinois  
16333 Trenton Road  
Southgate, Michigan 48195

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

SEE ATTACHED EXHIBIT A.

The property is located in COOK County, at 1514 BEACH AVE,  
LA GRANGE PK, Illinois 60526.

7

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

ADL  
(11/98) 02201

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (*When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.*)
  - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
  - C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
  - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

8. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

9. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

# UNOFFICIAL COPY

08221700

Property of Cook County Clerk's Office

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

**11. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**12. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

**13. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.


At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.

**15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing, to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.



IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 11th day of June, 2000.

\_\_\_\_\_  
 Clerk of the Court

Property of Cook County Clerk's Office

25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and end the terms of this Security Instrument. [Check all applicable boxes]
  - Condominium Rider     Planned Unit Development Rider     Other \_\_\_\_\_
  - Additional Terms.

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagor, their signatures and acknowledgments.

Arlene M. Hockemeyer 6-4-99  
(Signature) **ARLENE M. HOCKEMEYER** (Date)

JAMES A. HOCKEMEYER (DECEASED) SEE ATTACHED.  
(Signature) \_\_\_\_\_ Date

STATE OF ILLINOIS

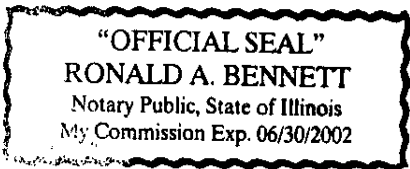
County ss: COOK

I, RONALD A. BENNETT, a Notary Public in and for said county and state do hereby certify that ARLENE M. HOCKEMEYER (A WIDOWER), personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the said instrument as A free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 04TH day of JUNE, 1999.

My Commission Expires: 06/30/2002

Ronald A. Bennett  
Notary Public **RONALD A. BENNETT**



UNOFFICIAL COPY

99611186

EXHIBIT A

LOT 57 IN ELM TERRACE, A SUBDIVISION OF THE EAST 1/2 OF THE  
SOUTHEAST 1/4 (EXCEPT THE WEST 30 RODS THEREOF) IN SECTION  
28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Parcel Number: 15-28-406-009

~~James A. Hockemeyer~~ and Arlene M. Hockemeyer (his wife)

1514 Beach Avenue, LaGrange Park IL 60526

First American Order No: 1501421

Deceased

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

6/23/00

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

99611186

I HEREBY CERTIFY THAT the foregoing is a true and correct copy of the death record for the decedent named in this record and that this record was established and filed in my office in accordance with the provisions of the Illinois statutes relating to the registration of births, stillbirths and deaths.

DATE APRIL 5, 1977

SIGNED [Signature] DEPUTY REGISTRAR

AT BERWYN

Illinois

OFFICIAL TITLE [Signature] M.D. REGISTRAR

The original record of this death is permanently filed with the ILLINOIS DEPARTMENT OF PUBLIC HEALTH at Springfield. County clerks and local registrars are authorized to make certifications from copies of the original record. The Illinois statutes provide that the certification of a death record by the Department of Public Health or the local registrar or the county clerk shall be prima facie evidence in all courts and places of the facts therein stated.

VSAR 201.1 DEPARTMENT OF PUBLIC HEALTH—Bureau of Statistics.

Printed by the Authority of the State of Illinois

REGISTRATION DISTRICT NO. <u>11-21</u>	STATE OF ILLINOIS	STATE FILE NUMBER
REGISTERED NUMBER <u>243</u>	MEDICAL CERTIFICATE OF DEATH	
DECEASED—NAME <u>James A. Hockemeyer</u>	FIRST	MIDDLE
1. RACE <u>White</u>	AGE—LAST BIRTHDAY (YR., MO., DAY)	UNDER 1 YEAR
4. <u>White</u>	41	6
7b. <u>Berwyn</u>	7c. <u>Yes</u>	7d. <u>Mac Neal Memorial Hospital</u>
8. <u>Indiana</u>	9. <u>USA</u>	10. <u>Married</u>
12. <u>305 34 4114</u>	13a. <u>Police Lt.</u>	11. <u>Arlene Musil</u>
14a. <u>Illinois</u>	14b. <u>Cook</u>	14c. <u>No</u>
15. FATHER—NAME <u>Melvin Hockemeyer</u>	16. MOTHER—MAIDEN NAME <u>Ruth Effenberger</u>	
17a. <u>[Signature]</u>	17b. <u>None-Records</u>	17c. <u>3249 S. Oak Park Ave, Berwyn, IL 60402</u>
18. DEATH WAS CAUSED BY: <u>HEMATIC COMA</u>	19a. <u>NO</u>	19b. <u>3 DAYS</u>
PART II. OTHER SIGNIFICANT CONDITIONS; CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN PART I (a)		
<u>DECOMPENSATED LUNGENESS CEREHRISIS. 2 WEEKS</u>		
20a. I ATTENDED THE DECEASED FROM: <u>6/21/58</u>	20b. TO: <u>4/5/77</u>	20c. AND LAST SAW HIM: <u>4/4/77</u>
I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THIS DEATH OCCURRED ON THE DATE, AT THE TIME AND PLACE, AND FROM THE CAUSE(S) STATED.		