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CHICAGO TITLE INSURANCE COMPANY

4045 WEST 167th STREET, OAK FOREST, ILLINOIS 60462 (312) 340-0800



AFFIDAVIT

MARCH 9, 1989

REGISTRAR OF TORRENS TITLES  
118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602

RE: CERTIFICATE 1366996

GENTLEMEN:

THIS AFFIDAVIT IS WRITTEN FOR THE PURPOSE OF INDUCING THE REGISTRAR OF TORRENS TO ACCEPT FOR REGISTRATION MORTGAGE DATED JUNE 2, 1988 MADE BY JOHN B. KITT TO MEMBERS EQUITY CREDIT UNION.

SAID DOCUMENT WAS HELD IN OUR TITLES AND WE HOLD HARMLESS THE REGISTRAR FROM ANY AND ALL LOSSES WHICH MAY BE INCURRED AS A RESULT OF ACCEPTANCE FOR FILING BECAUSE OF THE DATE.

JOHN A. O'LEARY  
CHICAGO TITLE INSURANCE COMPANY

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Property of Cook County Clerk's Office

WHEN RECORDED, MAIL TO

Members Equity Credit Union  
1854 Terry Dr.  
Joliet, Il. 60434

3778379

SPACE ABOVE THIS LINE FOR DOCUMENT UNIT

MORTGAGE

THIS MORTGAGE CONTAINS A DEB-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 28th day of June 1988  
between the Mortgagor, Don L. Rice, a Minor  
18511 Oxford Markham, Il. 60426 (herein "Borrower"),  
and the Mortgagee, Members Equity Credit Union  
a corporation organized and existing under the laws of The State of Illinois  
whose address is 1854 Terry Drive, P. O. Box 2779, Joliet, Illinois 60434 (herein "Lender").

WHEREAS, Borrower is indebted to Lender as provided in this paragraph;  
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOAN/LENDERS Home Equity Plan Credit Agreement and Truth-in-Lending Disclosure made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof, herein "Credit Agreement"; Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and renewed from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which will vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed SEVENTEEN THOUSAND SIX HUNDRED FORTY TWO AND 10/100 (\$17,642.10). This sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Line of Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 188 days from the date of this Mortgage.
- (2) The payment of all other debts advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a variable rate as described in the Credit Agreement.
- (3) The performance of the covenants and obligations of Borrower herein contained;

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook and State of Illinois:

LOT 74 IN BLOCK 1 IN CANTERBURY PARKWAY UNIT NUMBER 3, A SUBDIVISION OF PART OF CANTERBURY OF VENG UNIT NUMBER 2, A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 AND PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 9, 1987 AS DOCUMENT 191747357, IN COOK COUNTY, ILLINOIS.

*Handwritten:* PIN 29-24-427-035

which has the address of 18511 Oxford Dr.  
Markham Illinois 60426 (herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all covenants, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing, together with said



Credit Agreement, shall be made... shall require Lender to issue any report or take any action... shall not be a waiver of any right or remedy...

8. Inspection. Lender may enter or cause to be made reasonable access... shall give Borrower notice prior to any such inspection...

9. Condemnation. The proceeds of any award or claim for damages... shall be subject to the terms of any mortgage, deed of trust or other security agreement...

10. Borrower Not Indemnified. Borrower shall not be held liable... shall not be a waiver of or prejudice the exercise of any such right or remedy...

11. Successors and Assigns Bound. The covenants and agreements hereinafter... shall be binding on the successors and assigns of Lender and Borrower...

12. Notice. Except for any notice or demand under applicable law... shall be given by delivery in person or by mailing such notice by certified mail...

13. Governing Law. The state and local laws applicable to this mortgage... shall be the laws of the jurisdiction in which the Property is located...

14. Prior Mortgage or Deed of Trust. No other mortgage or deed of trust... shall be recorded against the Property without the prior written consent of Lender...

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement... and a certified copy of this Mortgage at the time of execution...

16. Substitution Lien Agreement. Lender shall retain all of Borrower's obligations... shall be assigned to Lender, as a form available to Lender...

17. Value of Mortgages. To the extent permitted by law... shall be the full extent permitted by law...

18. Value of Mortgages of Indenture. Borrower hereby agrees... shall be the full extent permitted by law...

19. Merger. There shall be no merger of the interest or estate created by this Mortgage... shall be the full extent permitted by law...

20. Notice of Transfer of the Property. Borrower shall give notice to Lender... shall be the full extent permitted by law...

All amounts advanced under the Credit Agreement... shall be the full extent permitted by law... shall be the full extent permitted by law...

21. Transfer of the Property. Borrower to applicable law... shall be the full extent permitted by law...

If Lender exercises its election to accelerate... shall be the full extent permitted by law... shall be the full extent permitted by law...

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Leader's interest. Any amount disbursed by Leader pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Borrower, may make such appearance, disburse such amount, including the interest, fee, and other such action as is necessary to protect the interest of Leader in the Property. If Borrower fails to perform the obligations of the Property, then Leader, at its option, upon notice to Borrower, may proceed to exercise its remedies, including the mortgage, fee, and other such action as is necessary to protect the interest of Leader in the Property.

7. Preservation and Maintenance of Property. Lender shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any laws and regulations of the condominium or planned unit development. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any laws and regulations of the condominium or planned unit development. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any laws and regulations of the condominium or planned unit development.

8. Hazard Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, lightning, theft, and other hazards. Borrower shall keep the improvements now existing on the Property insured against loss by fire, lightning, theft, and other hazards. Borrower shall keep the improvements now existing on the Property insured against loss by fire, lightning, theft, and other hazards.

9. Other Mortgages and Debts of Trust. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader.

10. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under the Credit Agreement shall be applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 10. Borrower shall not be entitled to any credit against the amount of any payment made by it to Leader until the amount of such payment has been applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 10.

11. Substitution of Property. Borrower shall not substitute any other property for the Property without the prior written consent of Leader. Borrower shall not substitute any other property for the Property without the prior written consent of Leader. Borrower shall not substitute any other property for the Property without the prior written consent of Leader.

12. Assignment of Payments. Unless applicable law provides otherwise, all payments received by Leader under the Credit Agreement shall be applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 12. Borrower shall not be entitled to any credit against the amount of any payment made by it to Leader until the amount of such payment has been applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 12.

13. Other Mortgages and Debts of Trust. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader.

14. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under the Credit Agreement shall be applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 14. Borrower shall not be entitled to any credit against the amount of any payment made by it to Leader until the amount of such payment has been applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 14.

15. Substitution of Property. Borrower shall not substitute any other property for the Property without the prior written consent of Leader. Borrower shall not substitute any other property for the Property without the prior written consent of Leader. Borrower shall not substitute any other property for the Property without the prior written consent of Leader.

16. Assignment of Payments. Unless applicable law provides otherwise, all payments received by Leader under the Credit Agreement shall be applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 16. Borrower shall not be entitled to any credit against the amount of any payment made by it to Leader until the amount of such payment has been applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 16.

17. Other Mortgages and Debts of Trust. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader. Borrower shall not incur any other mortgage or debt of trust on the Property without the prior written consent of Leader.

18. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under the Credit Agreement shall be applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 18. Borrower shall not be entitled to any credit against the amount of any payment made by it to Leader until the amount of such payment has been applied to the principal balance owing, and interest, and other charges, in the order set forth in this paragraph 18.

RECORDED

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