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IDENTIFICATION NO. 31  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

RESULT OF SEARCH:

INTENDED GRANTEE OR ASSIGNEE:

2876 JL 777222

3-30-90 V5

102898-80 08 869701

RESULT OF SEARCH:  
MORRIS  
MORRIS

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DATE OF SEARCH:

DOCUMENT NO. 1457784

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*[Handwritten scribble]*

*[Handwritten signatures]*

FORM 1111

Mortgage. The word "Mortgage" means this mortgage between Grantor and Lender. Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter acquired or added to the Real Property, together with all accessories, parts, and attachments, and all substitutions for, any of such property; and for all other property which the Grantor has or hereafter acquires, and all substitutions for, any of such property; and for all other property which the Grantor has or hereafter acquires, and all substitutions for, any of such property.

Lender. The word "Lender" means Motorola Employees Credit Union, its successors or assigns. The Lender is the mortgagee under this Mortgage.

Loan. The word "Loan" means any loan between Grantor and the Lender of the Property. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding any zero balance. A zero balance does not terminate the line of credit or terminate Lender's obligation to advance funds to Grantor. Total Credit Agreement amount shown above. The unpaid balance of the revolving line of credit may at certain times be lower than the amount shown above. Notwithstanding the amount outstanding at any particular time, this Mortgage secures the total amount of credit provided in the Credit Agreement, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Agreement, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Agreement, any temporary advances may be made, repaid, and remain from time to time, subject to the limitation that the total outstanding balance owing at such advances may be made, repaid, and remain from time to time, subject to the limitation that the total outstanding balance owing at the time of such advances as provided in the Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligations Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement, together with interest on such amounts as provided in the Mortgage. Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement, advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, including all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagee under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or applicable law.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated 3-26-90 between Lender and Grantor with a credit limit of the amount shown on the first page of this Security Instrument, together with all renewals, extensions or modifications of, refinancing of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage, which is the date by which all indebtedness under the Credit Agreement and this Mortgage is due is 1-2-05. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 7.5% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 3.500 percentage points above the index, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 3.500% per annum or more than the maximum rate allowed by applicable law.

Borrower. The word "Borrower" means each and every person who signs the LOANLINE Home Equity Plan Credit Agreement secured by this Mortgage. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

2. DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property.

Property Tax ID No: 08-15-425-015

The Real Property or its address is commonly known as 1803 WILLOW LN, MT PROSPECT, IL 60056

APRIL 19, 1965 AS DOCUMENT NUMBER 2204301, IN COOK COUNTY, ILLINOIS.

THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON RIDGE VILLA UNIT NUMBER 6 REGISTERED IN THE OFFICE OF PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN OF SAID ELK TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD

BUSSE'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 15, SUBDIVISION OF LOT 1 AND PART OF LOT 2 IN EDWARD

LOT 329 IN ELK RIDGE VILLA UNIT NUMBER 6, BEING A

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in the following described real property, together with all existing or subsequently created or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in ditches or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights the Grantor later acquires in the real property (to the land, subject to a lease, if any, and all minerals, oil, gas, geothermal and similar matters, located in

COOK State of Illinois (the "Real Property");

whose address is 1803 WILLOW LN, MT PROSPECT, IL 60056

EUGENE M. GOLDEN AND ANN E. GOLDEN, HUSBAND AND WIFE, IN JOINT TENANCY

THIS MORTGAGE IS DATED 3-26-90 between

AMOUNT OF PRINCIPAL INDEBTEDNESS: \$ 38,000.00

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDERS USE ONLY

3869701

RECORDATION REQUESTED BY: Motorola Employees Credit Union, Schaumburg, IL 60196  
WHEN RECORDED MAIL TO: Motorola Employees Credit Union, 1303 E. Algonquin Road, Schaumburg, IL 60196  
SEND TAX NOTICES TO: Motorola Employees Credit Union, 1303 E. Algonquin Road, Schaumburg, IL 60196

NOTE IDENTIFIED

40169982

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10. PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage.

Maintenance of insurance. Grantor shall procure and maintain policies of fire insurance which shall provide for the full replacement value of the Property and shall include extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor agrees to obtain Federal Flood Insurance to the extent such insurance is required and is available for the form of the loan and for the full principal balance of the loan. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. If, in Lender's judgment, the restoration or repair is economically feasible and Lender's security is not impaired, insurance proceeds shall be applied to restoration or repair of the damaged Property. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sum secured by this Mortgage whether or not their due, and Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due.

Unexpired insurance at sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any insured's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

11. EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may require, upon notice to Grantor, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing, will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. Any such expenses, at Lender's option, will (a) be payable on demand, or (b) be added to the balance of the credit line. This Mortgage also will secure payment of those amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

12. WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property (including a leasehold interest, if any), free and clear of all liens and encumbrances except those of record; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the inital claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of his own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by Lender from time to time to permit such participation.

Compliance with Laws. Grantor warrants that the Property and Grantor's use of the Property comply with all existing applicable laws, ordinances, and regulations of governmental authorities.

13. EXISTING INDEBTEDNESSES. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may, by agreement and in lieu of an existing lien, if there is such a lien, be assigned to Lender. Grantor expressly agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such agreement without the prior written consent of Lender.

14. CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned, Lender may all its portion of the net proceeds of the condemnation of the Property to the extent of the award. If all or any part of the net proceeds of the award are applied to the Indebtedness under the Lender's Home Equity Plan, Credit Agreement, subject to the terms of any proceeds of the award which have priority over this Mortgage. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of his own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as may be requested by Lender from time to time to permit such participation.

15. IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to protect and continue Lender's security interest in the Real Property. Grantor shall reimburse Lender for all taxes, fees, documentary stamps, and other charges incurred in recording, paying, or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which the section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Agreement; and (c) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

16. FURTHER ASSURANCES. The following provisions relating to further assurances are a part of this Mortgage.

Further Assurances. Upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or Lender's designee, and will request that Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to allocate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the related Documents; and (b) the liens and security interests created by this Mortgage on the Property. Unless prohibited by law or agreed to in writing by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

17. FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

18. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account, for example, a false statement about Grantor's income, assets, liabilities, or any other material information; (b) Grantor does not meet the repayment terms of the credit line account; (c) Grantor fails to pay any amount due on the credit line account; (d) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (e) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (f) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (g) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (h) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (i) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (j) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (k) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (l) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (m) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (n) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (o) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (p) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (q) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (r) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (s) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (t) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (u) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (v) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (w) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (x) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (y) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account; (z) Grantor fails to pay taxes, death of all collateral, this and included, for example, for any amount due on the credit line account.

3855704



107638838

Property of Cook County

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Notary Public in and for the State of Illinois  
By SANDRA WAGNER, Notary Public, Commission Expires 3-20-93  
Given under my hand and official seal of Cook County, Illinois, this 10th day of March, 1990.  
EUGENE M. GOLDEN AND ANN E. GOLDEN, HUSBAND AND WIFE  
On the day before me, the undersigned Notary Public, personally appeared to me known to be the individual(s) described and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein contained.  
ORIGINAL SEAL OF SANDRA WAGNER, Notary Public, Cook County, Illinois, Commission Expires 3-20-93

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

INDIVIDUAL ACKNOWLEDGMENT

MCCU, 1303 E ALCONQUIN, RD, SCHLAUBURG, IL, 61096

This Mortgage prepared by:

\_\_\_\_\_  
Witness X

\_\_\_\_\_  
Witness X

EUGENE M. GOLDEN  
ANN E. GOLDEN  
Signed, acknowledged and delivered in the presence of:  
\_\_\_\_\_  
GRANTOR X  
\_\_\_\_\_  
GRANTOR X

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.  
Subsequent instances where such consent is required.

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3869704

*Handwritten initials/signature*

3869704  
IN DISPOSE

3869704

18 01 10 31  
SUBMITTED BY  
ADDRESS  
PROMISE  
DELIVER  
ADDRESS

ADDI

DEED TO

ADDRESS

NOTIFIED

Kelly

*M E C U*

1303 A Sengwin Rd

*See Humbres IL 60146*