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2001-03-02 09:19:35
Cook County Recorder 39.50



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**COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS**

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

Prepared by: A. DOMRZALSKI
AMERICA'S WHOLESALE LENDER
1011 WARRENVILLE RD. #115
LISLE, IL 60532-

LOAN #: 3279194
ESCROW/CLOSING #: 01276

#01-1466

MORTGAGE
(Line of Credit)

THIS MORTGAGE, dated February 23rd, 2001, is between
JOHN J. HARVAT, AND DEBBIE L. HARVAT, *husband & wife*

residing at
11023 KINGSTON STREET, WESTCHESTER, IL 60154-
the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and
AMERICA'S WHOLESALE LENDER
with an address at
4500 PARK GRANADA, CALABASAS, CA 91302-1613
and hereinafter referred to as "you" or the "Mortgagee."

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to
you the premises located at: 11023 KINGSTON STREET, WESTCHESTER
Street, Municipality

COOK County Illinois 60154- ZIP (the "Premises").

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and further described as:

Parcel ID #: 1529117042

The Premises includes all buildings, fixtures and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto.

LOAN: The Mortgage will secure your loan in the principal amount of \$32,640.00 or so much thereof as may be advanced and readvanced from time to time to

JOHN J. HARVAT
DEBBIE L. HARVAT

the Borrower(s) under the Home Equity Credit Line Agreement and Disclosure Statement (the "Note") dated February 23, 2001, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Note. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Note may be made, repaid and remade from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note.

OWNERSHIP: We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) TAXES: We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) INSURANCE: We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our

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behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(d) CONDEMNATION: We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(e) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(f) OUR AUTHORITY TO YOU: If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(g) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 03/01/1999 and given by us to COUNTRYWIDE HOME LOANS, INC. as mortgagee, in the original amount of \$ 280,250.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(h) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The first sentence of this paragraph shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(i) SALE OF PREMISES: We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

(j) INSPECTION: We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, you may foreclose upon this Mortgage. This means that you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with

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applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including over-due rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

AMERICA'S WHOLESALE LENDER
4500 PARK GRANADA, CALABASAS, CA 91302-1615

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

RELEASE: Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Note has terminated, you shall discharge this Mortgage without charge to us and shall pay any fees for recording of a satisfaction of this Mortgage.

GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

SECURITY AGREEMENT AND FIXTURE FILING: This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which you are granted a security interest hereunder, and you shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filing in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.

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THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Scaled and delivered in the presence of:

WITNESS:

_____ (SEAL)
 Mortgagor: JOHN J. HARVAT

_____ (SEAL)
 Mortgagor: DEBBIE L. HARVAT

_____ (SEAL)
 Mortgagor:

_____ (SEAL)
 Mortgagor:

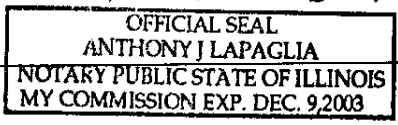
STATE OF ILLINOIS,

County ss: COOK

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that
JOHN J. HARVAT & DEBBIE L. HARVAT HUSBAND & WIFE
 _____, 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 the
 signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of FEB, 2001.

My Commission Expires: _____



Anthony J. Lapaglia

This Instrument was prepared by: _____

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AFFIDAVIT OF NO NEW IMPROVEMENTS
AFFIDAVIT IN LIEU OF SURVEY

The undersigned owner(s) or seller(s) of record as described in Specialty Title Services, Inc. file No. 01-1466, being first duly sworn, depose and say:

CHECK FOR AFFIDAVIT OF NO NEW IMPROVEMENTS

That there have been no improvements made to the property commonly known as:

since the survey dated _____ (a copy of which is attached hereto) was made.

CHECK FOR AFFIDAVIT IN LIEU OF SURVEY

That we did not receive a survey at the time we purchased the property; or if we did receive a survey, we are now unable to locate it, nor have we subsequently obtained a survey. In addition, we have been advised by our Lender that they do not have a survey in their files, and to the best of our knowledge, we certify that no improvements on the subject property are within the boundary, easement and set back lines (if any) of said property, and that we know of no assertion being made by any adjoining property owners(s), nor by us against any adjoining property owners, as to the location of boundary lines or disputes as to occupancy of any portions of our property or their property with the exception(s) noted below.

This affidavit is given to Specialty Title Services, Inc. as an inducement to issue extended coverage on the proposed Owner's and/or Loan policies over questions of survey, encroachments and easements not shown of record.

Dated:

Borrower(s):

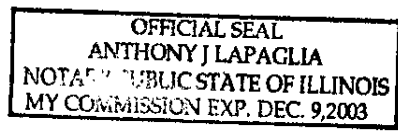
John J. Ward
Richard A. Howard

Seller(s):

Subscribed and sworn before me this 23rd day of FEB, 2009

(Seal)

Anthony J. Lapaglia
Notary Public



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SPECIALTY TITLE SERVICES, INC.
1325 REMINGTON ROAD, SUITE U & V, SCHAUMBURG IL 60173
VOICE (847) 884-6734 FAX (847) 884-7448

DATE: 02/28/2001

TO: _____

RE: **JOHN J. HARVAT**
DEBBIE L. HARVAT
11023 KINGSTON STREET
WESTCHESTER, IL 60154

ATTN: PAYOFF DEPT

LOAN NO: _____

OUR FILE NO. 01-1466

To Whom It May Concern,

Enclosed please find a check in the amount of \$ _____ for full payment of the indebtedness secured by a certain document # _____ recorded in the public records of COOK County, Illinois. In the event that the said indebtedness is a revolving or equity line of credit, you are hereby directed to close my account and issue a release of mortgage.

You are also directed to apply the enclosed funds to my account in connection with the said indebtedness immediately upon your receipt. In the event that the enclosed funds are not sufficient to satisfy the total indebtedness (for any reason), you are directed to apply any excess funds you now hold in my impound account, for real estate taxes and/or homeowners insurance, to satisfy said indebtedness. You can forward any excess escrow or impound account funds, after the indebtedness has been satisfied, to my/our attention to the address listed above.

In the event of a shortage of payoff funds, you are directed to immediately notify Specialty Title Services at (847) 884-6734. At the time of notification of a shortage, please provide the amount of the shortage, the reason for the shortage, the amount of additional charges, if any, and a per diem amount for any additional interest. Any additional funds needed as a result of a shortage are my/our sole responsibility as the borrower(s). I/we understand that if Specialty Title Services has made the correct calculation for the payoff amount forwards that amount to you, based on your company's written payoff statement, then Specialty Title Services is not responsible for any shortage of payoff.

Thank you for your cooperation in this matter.

Borrower John J. Harvat

Borrower Debbie L. Harvat

Please send cancelled documents and refunds, if any, to the borrowers at the address above.

All releases should be sent to:
Specialty Title Services, Inc.
Attn: Recording Dept
1325 Remington Road
Suite U & V
Schaumburg, IL 60173

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AGENCY ESCROW AGREEMENT

DATE:

FILE NO: 01-1466

PROPERTY ADDRESS: 11023 KINGSTON STREET WESTCHESTER, IL 60154

1. The undersigned Seller(s) and/or Borrower(s) authorize and direct the *Company* to make disbursements regarding the subject transaction, pursuant to the attached HUD-1 closing statement.
2. Specialty Title Services, Inc. (herein called the *Company*) including any and all subsidiaries and affiliates, may endorse on my behalf any funding check received on this transfer and shall have the full sight, power and authority to commingle any and all funds at any time constituting said deposit or part hereof with the *Company's* other escrow funds and all income, if any derived from any user which *Escrowee* may make on any deposits shall belong to the *Company*.
3. The undersigned acknowledges that the *Company* and it's representatives are acting in this transaction as an *Escrowee* only and are not acting as an Agent or Attorney in fact for any party to this transaction and that the *Company* is not providing legal representation or advice to any party whatsoever.
4. The parties, if requested by the *Company*, will promptly cooperate and adjust for clerical errors on any documents executed as part of this transaction.
5. The undersigned Seller(s)/Buyer(s)/Borrower(s) understand that if this statement is executed by an Attorney, said Attorney affirmatively warrants that he/she has the authority to receive copies of the attached settlement statement, it being conclusively established that delivery of the attached settlement statement to said Attorney is delivery to his client(s).
6. Seller(s)/Buyer(s)/Owner(s) agree to reimburse the *Company* for any additional interest charges, or fees required by the existing lender to obtain the release of the current mortgage (if any) or with the respect to any obligations of the parties we have been requested to pay. The undersigned Seller(s)/Buyer(s)/Borrower(s) understand and agree that all disbursement by the *Company* regardless of when made are predicated upon receipt and collection of Buyer(s)/ Borrower(s) mortgage proceeds and any other amounts due in accordance with the attached HUD settlement statement.
7. The undersigned Buyer(s)/Borrower(s) authorizes and directs you to make such disbursements only when the *Company* is in position to issue its standard ALTA Title Insurance Policy.

SUBJECT ONLY TO:

- _____ installment(s) for the year 20_____ for General Real Estate Taxes.
 - The Schedule B exceptions (if any) referred to as number(s) _____.
 - The Mortgage made by the Seller(s)/Buyer(s)/Borrower(s) on the subject property for this transaction.
8. The Borrower(s) agree to have the *Company* overnight any mortgage payoff(s) and agree to pay \$_____ for the fee for this service.
 9. The closing fee of \$_____ is to be paid by _____ Seller(s) _____ Borrower(s) _____ Other from the proceeds of this transaction.
 10. The Foreign Investment in Real Estate Property Tax Act of 1980 as amended by the Tax Reforms Act of 1984 placed special requirements for tax reporting and withholding on the parties to real estate transaction where to seller is a foreign person. The parties are seeking an Attorney's, accountant's or other specialist' opinion concerning the effect of the Act on this transaction. They are not acting on any statements made or omitted by the *Company*, its employees, agents or representatives.

Seller John J. Wart

Borrower John J. Wart

Seller _____

Borrower Debbie L. Hunter

ALTA LOAN AND EXTENDED POLICY STATEMENT

COMMITMENT NO: 01-1466 / DATE:

With respect to the land described in the above commitment number, all signatories herein make the following statements for the purpose of inducing Specialty Title Services to issue the subject title policy.

STATEMENT OF THE SELLER(S) AND PURCHASER(S)

The seller(s)/purchaser(s) /buyer(s) certify that to the best of their knowledge and belief;

- 1. No contracts for the furnishing of any labor or material to the land of the improvements thereon, and no security agreements of leases in respect to any goods or chattels that have of are outstanding that have not been fully performed and satisfied.
2. No unrecorded leases to which the land may be subject to are for more that a three year term or contain an option to purchase, right of renewal or other unusual provision.
3. That there are no unrecorded contracts, deeds, mortgages, leases or options affecting the subject property except as follows:
4. That the only occupants of the subject property are the seller(s)/buyer(s)/purchaser(s) (if other than, please give names and interest held).

STATEMENT OF THE MORTGAGOR(S)

The mortgagor(s) (if any) certifies that the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder(s) from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchaser(s) or pledges thereof against any defense thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

INDIVIDUAL/BENEFICIARIES OF TRUST SELLER(S)

INDIVIDUAL/BENEFICIARIES OF TRUST MORTGAGOR(S)/PURCHASER(S)

Blank lines for signature of seller(s)

Handwritten signatures of mortgagor(s)

Corporation in Witness whereof,

Corporation in Witness whereof,

has caused these presents to be signed by its

has caused these presents to be signed by its

President and attested by its Secretary under its corporation seal on the above date

President and attested by its Secretary under its corporation seal on the above date

By President Attest Secretary

By President Attest Secretary

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant of the above commitment number were fully disbursed to or on the order of the mortgage on 02/28/2001 and to the best of my knowledge and belief the undersigned, the proceeds are not to be used to finance the making of future improvements or repairs on land.

Dated:

Signature

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EXHIBIT A

FILE: 01001466

LOT 10 AND THE EAST 7 FEET OF LOT 11 IN BLOCK 5 IN WALTER S. BALTIS MAYFAIR PARK UNIT NO. 1, A SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office