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2001-04-16 13:59:16
Cook County Recorder 31.00

This document was prepared by:
Liberty Bank for Savings.....
7111 W. Foster Ave.....
Chicago, IL 60656-1988.....



When recorded, please return to:
Liberty Bank for Savings.....
7111 W. Foster Ave.....
Chicago, IL 60656-1988.....
Dolores J. Schwebel

State of Illinois

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 11, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

DANIEL H LEVEILLE
ALICE B LEVEILLE, HIS WIFE
7666 W VICTORIA ST
CHICAGO, IL 60631-2290

LENDER:

Liberty Bank for Savings
7111 W. Foster Ave.
Chicago, IL 60656-1988

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 his Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

LOT 44 IN THORNDALE, BEING SCHAVILJE AND KNUTH'S RESUBDIVISION OF PART OF LOT 4 IN FREDERICK KOEHLER ESTATE SUBDIVISION OF THE WEST 1/2 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.I.N. 12-01-325-037-0000

The property is located in COOK at
(County)
7666 W. VICTORIA ST....., CHICAGO....., Illinois 60631-2290.....
(Address) (City) (ZIP Code)

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").

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. (You must specifically identify the debt(s) secured and include the final maturity date of such debt(s))

BORROWER OWES LENDER THE PRINCIPAL SUM OF \$50,000.00 WHICH IS EVIDENCED BY BORROWER'S LIBERTY BANK EQUITY LINE OF CREDIT AGREEMENT DATED THE SAME DATE AS THIS MORTGAGE [THE 'AGREEMENT'] WHICH PROVIDES FOR PAYMENTS AS DESCRIBED THEREIN WITH THE FULL DEBT, IF NOT SOONER PAID, DUE AND PAYABLE ON APRIL 5, 2016.

ILLINOIS - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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LOAN #: 67-600581-3

(page 1 of 6)

BOX 333-CTI

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- 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 other 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.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

4. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

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.

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 to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees 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 approval.

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.

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 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.

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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.

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.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender, upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. **DUE ON SALE.** 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, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
6. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

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Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property:

15. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 50000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

16. LINE OF CREDIT The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

17. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

18. RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security instrument.

[Check all applicable boxes]

Assignment of Leases and Rents Other

19. ADDITIONAL TERMS.

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This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

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 Mortgagors, their signatures and acknowledgments.

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 6, 1977 AND KNOWN AS TRUST NO. 40358

(Signature) Joseph F. Sochacki JOSEPH F. SOCHACKI ASST. VICE PRESIDENT (Date)

Attestation not required by LaSalle Bank National Association Bylaws (Date)

ACKNOWLEDGMENT:

(Individual) STATE OF ILLINOIS, COUNTY OF } ss.

This instrument was acknowledged before me this 10th day of April, 2001 by JOSEPH F. SOCHACKI ASST. VICE PRESIDENT OF LaSalle Bank National Association



(Signature) Kathleen Gartner (Notary Public)

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AGREEMENT BY BENEFICIARY AND TRUSTEE TO NOTIFY LENDER OF A SALE OR TRANSFER OF INTEREST - PURCHASING

NAME(S) OF INDIVIDUAL BENEFICIARY (IES):
PETER G SARANTIS
TOULA SARANTIS

PROPERTY ADDRESS: 5316-22 N FRANCISCO
CHICAGO, IL 60714-1715

LENDER: LIBERTY BANK FOR SAVINGS
7111 W. FOSTER AVENUE
CHICAGO, ILLINOIS 60656-1988

DATE OF MORTGAGE OR DEED OF TRUST: APRIL 10, 2001
AMOUNT OF MORTGAGE LOAN: \$50,000.00

LASALLE BANK NATIONAL ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST
AGREEMENT DATED APRIL 6TH AND KNOWN AS TRUST NO. 40358

IN CONSIDERATION OF THE LENDER'S MAKING THE SUBJECT MORTGAGE LOAN, THE
UNDERSIGNED BENEFICIARY(IES) AND THE UNDERSIGNED TRUSTEE UNDERTAKE IRREVOCABLY
TO THE LENDER, ITS SUCCESSORS AND ASSIGNS, THAT

- (1) THE BENEFICIARY(IES) WILL NOT ASSIGN THE BENEFICIAL INTEREST, OR TAKE ANY OTHER ACTION BY WHICH ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN OR IN THE TRUST INCLUDING A BENEFICIAL INTEREST IS SOLD OR TRANSFERRED; AND
- (2) THE TRUSTEE WILL NOT ACCEPT OR RECOGNIZE ANY ASSIGNMENT OF THE BENEFICIAL INTEREST OR FOLLOW ANY DIRECTIONS FROM ANY BENEFICIARY OR ASSIGNEE OF THE BENEFICIAL INTEREST, OR TAKE ANY OTHER ACTION BY WHICH ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN OR IN THE TRUST INCLUDING A BENEFICIAL INTEREST IS SOLD OR TRANSFERRED.

WITHOUT FIRST NOTIFYING THE LENDER IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO LENDER'S ADDRESS STATED ON THE MORTGAGE NOTE, OR TO SUCH OTHER ADDRESS AS LENDER MAY DESIGNATE TO BORROWER. SUCH GIVING OF NOTICE TO LENDER SHALL IN NO WAY DIMINISH OR NEGATE THE LENDER'S RIGHT UNDER THE MORTGAGE INSTRUMENTS, AT LENDER'S OPTION, TO DECLARE ALL THE SUMS OWING UNDER THE MORTGAGE INSTRUMENTS TO BE IMMEDIATELY DUE AND PAYABLE.

THIS AGREEMENT AMENDS THE TRUST AGREEMENT WHICH GOVERNS THE SUBJECT TRUST.

SIGNED: *Peter Sarantis*
PETER G SARANTIS

SIGNED: *Toula Sarantis*
TOULA SARANTIS

DATE: APRIL 10, 2001

BY: _____
LASALLE BANK NATIONAL ASSOCIATION
NOT PERSONALLY, BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED APRIL 6TH, 1977
AND KNOWN AS TRUST NO. 40358

Joseph F. Sochacki
JOSEPH F. SOCHACKI ASST. VICE PRESIDENT

DATE: April 10 2001

"We do hereby certify that the within represents
a true and correct copy of the original and it
is still in full force and effect _____ pages".
LASALLE BANK National Association

Date: 4/10/01 By: *Joseph F. Sochacki*
Authorized Officer

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