

UNOFFICIAL COPY

0010953117

028/0069 11 001 Page 1 of 6  
2001-10-12 16:11:20

Cook County Recorder 31.50

Section:  
Block:  
Lot:



0010953117

Prepared By:  
Cullen & Dykman  
100 Quentin Roosevelt Boulevard  
Garden City, NY 11530

Record & Return To: *251 Reel Sew*  
*5700 Executive Dr.*  
Kraft Foods FCU *Balto. Md. 21228*  
777 Westchester Ave., Suite 101  
White Plains, NY 10604-3528  
*66001-1788*

**REALTYLINE SUBORDINATE MORTGAGE**

DIMITRIOS APOSTOLOPOULOS joint tenants  
IRENE APOSTOLOPOULOS his wife

1704 FREEDOM COURT  
MT PROSPECT, IL 60056

**SUBORDINATE MORTGAGE**

This mortgage is made on 10/5/01 between the Borrower and Credit Union

**DEFINITIONS**

- Agreement- means the RealtyLine Loan Revolving Credit Plan Agreement signed by the Borrower in connection with this Mortgage.
- Borrower or You- means each person who signs the Mortgage.
- Credit Union- means Kraft Foods FCU  
having a place of business at 777 Westchester Ave., Suite 101  
White Plains, NY 10604-3528
- Mortgage- this document will be called the Mortgage.
- Property- means the real property described in this Mortgage.
- The Borrower is- DIMITRIOS APOSTOLOPOULOS joint tenants  
IRENE APOSTOLOPOULOS his wife

**REALTYLINE SUBORDINATE MORTGAGE**

**TRANSFER OF RIGHTS IN THE PROPERTY**

The Borrower gives the Credit Union the rights described in this Mortgage and any other rights that the law gives to lenders who hold mortgages on real property. Borrower may lose this property if he fails to keep the promises in this mortgage.

This Mortgage is given as security to repay amounts advanced from time to time by the Credit Union and to repay any other amounts that may become due in connection with the Agreement and this Mortgage, not to exceed:

**One Hundred Eighteen Thousand, Nine Hundred Fifty and (\$118,950.00)**

~~The promises are or will be improved by a one or two family dwelling only.~~

**PROPERTY BEING MORTGAGED**

See Schedule "A" Attached

otherwise known as property address:

1704 FREEDOM COURT ,MT PROSPECT, IL 60056

**RIGHTS OF PRIOR MORTGAGES**

The Credit Union's right under this Mortgage are subject and subordinate to a first mortgage originally or currently held by: CHASE

**PAYMENTS**

Any Borrower signing the Agreement will pay the Credit Union according to its terms.

**FIRE AND OTHER INSURANCE**

Until the Agreement is paid in full, the Borrower will keep all the buildings on the Property insured from fire and other hazards normally covered by an insurance policy. This type of policy is usually called "Extended Coverage". The Borrower may choose the insurance company but the Credit Union must approve the policy and the amount of the insurance. The insurance policies must contain the usual mortgagee clause protecting the interest of the Credit Union. The Credit Union may request proof of coverage from the Borrower at any time. Borrower must then provide proof of coverage to the Credit Union within ten (10) business days of the date it is requested anytime during the life of the loan.

**FLOOD INSURANCE**

The Credit Union will advise the Borrower if flood insurance is required. If it is required, the Borrower will pay for and obtain the flood insurance. The policy must name the Credit Union as a Mortgagee. The amount of coverage required is either the maximum flood insurance coverage available or coverage in the amount of the unpaid balance due, whichever amount is lower. The Credit Union may request proof of coverage to the Credit Union within ten (10) business days of the date it is requested.

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## EXHIBIT A

The following described Real Estate situated in the County of Cook in the State of Illinois, to wit:

Lot 34 in Brentwood, being a subdivision of part of the West 1/2 of the Southwest 1/4 of Section 25, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof July 20, 1987 as Document 87399136, in Cook County, Illinois.

Subject to restrictions, covenants and easements, etc., of record, if any.

BEING the same property conveyed to Dimitrios Apostolopoulos and Irene Apostolopoulos, his wife from Joseph V. Carone and Coral A. Carone by virtue of a Deed dated April 29, 1994, recorded May 10, 1994 in Instrument No. 94-436710 in Cook County, Illinois.

Office of Cook County Clerk's Office

## TAXES

The Borrower will pay all taxes, assessments, water and sewer charges on the Property. If the Credit Union requests receipts for these payments, the Borrower will provide them to the Credit Union within ten (10) business days of the date they are due.

## ADVANCES TO PAY INSURANCE, TAXES, OR THE FIRST MORTGAGE

If the Borrower does not keep the buildings on the property insured, the Credit Union may, but is not required to, obtain insurance. If the Borrower fails to pay taxes when due, the Credit Union may, but is not required to, pay such taxes. If the Borrower fails to make any payments on any prior mortgage when they are due, the Credit Union may, but shall not be required to, make the payments. The amount of these payments, if any, shall be treated as an advance under the Agreement and added to the amount due under the Agreement. The Borrower must repay these amounts within ten (10) business days of the date the Credit Union requires payment. Failure to maintain insurance, to pay taxes, to make payments as due on a prior mortgage, or to repay such an advance shall constitute default on this Mortgage.

## CARE OF THE PROPERTY

The Borrower will keep the property in reasonably good condition. The Borrower will not substantially change or damage the Property without the written permission of the Credit Union.

## SALE OR TRANSFER OF THE PROPERTY

Any balance outstanding under the Agreement must be paid in full when the Property is sold or transferred.

## DEFAULT

The Credit Union may declare that all amounts are due and payable immediately if:

- A) You engage in fraud or material misrepresentation in connection with the line.
- B) You do not meet the repayment terms.
- C) Your action or inaction adversely affects the collateral or our rights in the collateral. For example, if:
  - 1) You become bankrupt or someone to whom you owe money sues you or tries to take your property by legal proceedings;
  - 2) You default on your payments to the first mortgage lienholder;
  - 3) You fail to pay all property taxes or other assessments when due;
  - 4) You take additional advances from the first mortgage lienholder without Credit Union consent;
  - 5) You sell or pledge the property to anyone else or permit a subordinated lien on the property to be placed;
  - 6) You fail to maintain hazard and flood insurance;
  - 7) You fail to maintain the property, and/or the value of the appraised value for purposes of the line;
  - 8) A tax lien, mechanics lien, judgement lien, or lis pendens is filed against the Property;
  - 9) A partition or condemnation action is begun against the Property.

## APPOINTMENT OF RECEIVER

If the Credit Union sues to foreclose this mortgage, the Credit Union will have the right to have a receiver appointed to take control of the property. If the Borrower defaults in any payment and the Credit Union commences foreclosure or other litigation, then the Borrower will pay all attorney's fees, Court costs and disbursements incurred by the Credit Union.

**RENTAL PAYMENTS**

Upon default, the Credit Union has the right to collect rental payments from the Property. The Borrower may collect and keep the rental payments, unless the Credit Union requires immediate payment of all amounts due. If the Credit Union does not require that, the Borrower will pay the Credit Union in advance the fair rental value for the use and occupancy of the part of the Property that is in the Borrower's possession. Also, the Credit Union may then collect rent from all other tenants of the Property.

**NOTICES**

All notices to the Borrower will be sent to the last known address of the Borrower of record with the Credit Union. All notices to the Credit Union should be sent to:

**Kraft Foods FCU**

**777 Westchester Ave., Suite 101**

**White Plains, NY 10604-3528**

or any other address the Borrower is notified of by the Credit Union.

**CHANGES TO THE MORTGAGE**

This Mortgage may only be changed in writing and all changes must be signed by the Credit Union.

**NON-ASSUMPTION OF THE MORTGAGE**

This Mortgage is not assumable.

**WHO IS BOUND**

The terms and conditions of this Mortgage apply to the Borrower and anyone else who may obtain title to the Property through the operation of law. Operation of law means such items as death or bankruptcy.

**RECEIPT**

The Borrower has received a completed copy of this Mortgage.

**RELEASE**

Upon payment of all sums secured by this Mortgage, the Mortgage shall be deemed satisfied and the Credit Union shall release this Mortgage without charge, other than the costs of preparation and recordation.

REALTYLINE SUBORDINATE MORTGAGE

- USE BLACK INK ONLY -

IN WITNESS WHEREOF, Borrower has executed this mortgage.

[Signature of Dimitrios Apostolopoulos]

DIMITRIOS APOSTOLOPOULOS

State of Illinois

2 WITNESSES REQUIRED

County of Cook

By: [Signature of Juliet C. Roberts]

On the 5th day of October 2001, before me personally came

(Print Name) JULIET C. ROBERTS

DIMITRIOS APOSTOLOPOULOS to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

By: [Signature of Elaine J. Murphy]

(Print Name) ELAINE J. MURPHY

[Signature of Rosemary F. McDonald] Notary Public



IN WITNESS WHEREOF, Borrower has executed this mortgage.

[Signature of Irene Apostolopoulos]

IRENE APOSTOLOPOULOS

State of Illinois

2 WITNESSES REQUIRED

County of Cook

By: [Signature of Juliet C. Roberts]

On the 5th day of October 2001, before me personally came

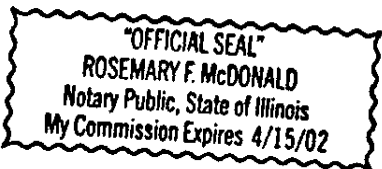
(Print Name) JULIET C. ROBERTS

IRENE APOSTOLOPOULOS to me known to be the individual described in and who executed the foregoing instrument and who has acknowledged executing this instrument.

By: [Signature of Elaine J. Murphy]

(Print Name) ELAINE J. MURPHY

[Signature of Rosemary F. McDonald] Notary Public



- FOR RECORDING PURPOSES -

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COOK COUNTY CLERK  
2025 JUN 19 10:00 AM  
JAN 19 2025

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