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Doc#: 0401615064  
Eugene "Gene" Moore Fee: \$40.50  
Cook County Recorder of Deeds  
Date: 01/16/2004 10:15 AM Pg: 1 of 9

This Mortgage was prepared by:  
WILLIAM HUSAR  
560 BUNKER CT  
VERNON HILLS, IL 60061

Loan Number: 0653651943



## REVOLVING CREDIT MORTGAGE (ILLINOIS)

16175255  
17119320

THIS MORTGAGE is from HARRIS TRUST AND SAVINGS BANK FKA  
HARRIS BANK PALATINE, TRUSTEE UNDER TRUST AGREEMENT DATED 3/01/98, TRUST #6910

Frank Paul Soprano

whose address is:

1515 EAST CENTRAL ROAD UNIT 166B ARLINGTON HEIGHTS, IL 60005

("Borrower"); in favor of:  
Washington Mutual Bank, FA, a federal association, which is organized and  
existing under the laws of the United States of America, and whose address is  
400 E. Main Street, Stockton, CA 95290 ("Beneficiary") and its successors or  
assigns.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to  
Lender and its successors and assignees, the real property in COOK  
County, Illinois described below, and all rights and interest in it Borrower ever gets:

SEE ATTACHED EXHIBIT A

Tax Parcel Number: 08-10-201-024-1146

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together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property". If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

**2. Obligation Secured.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a Home Equity Line of Credit Agreement with Lender with a maximum credit limit of \$49,500.00 (the "Credit Agreement") including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for a variable rate of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 09/19/2033 (the "Maturity Date"). All of this money is called the "Debt".

(b) In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within thirty (30) years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of Lender. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Section 2(a) of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

**3. Representations of Borrower.** Borrower represents that:

(a) Borrower is the owner of the Property, which is unencumbered except by: easements reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and,

(b) The Property is not used for any agricultural or farming purposes.

**4. Promises of Borrower.** Borrower promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and,

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(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser.

**5. Sale, Transfer, or Further Encumbrance of Property.** The loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

**6. Curing of Defaults.** If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this Section, Lender is not obligated to do so.

**7. Remedies For Default.**

(a) Prompt performance under this Mortgage is essential. If Borrower does not pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(b) Upon the occurrence of a default as set forth in Section 7(a) above, Lender may institute an action to foreclose this Mortgage under Illinois law. Lender may seek any other remedies available to it under applicable Illinois law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Section 7(a) above, institute any other remedies available to a creditor under Illinois law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Illinois.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

**8. Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

**9. Fees and Costs.** Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other

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proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.

11. **Limitation of Future Advances.** In the event Borrower executes a Notice of Limitation of Future Advances of this Mortgage in accordance with Illinois law, Borrower shall send a copy of each Notice by prepaid certified mail within two (2) business days of execution thereof to the attention of Loan Service Director at:  
 WASHINGTON MUTUAL BANK, FA  
 CONSUMER LOAN SERVICING  
 PO BOX 91006  
 SEATTLE, WA 98111

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice is provided to Lender as set forth above.

12. **Payoff and Similar Statements.** Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.

13. **Miscellaneous.** This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with Federal law and to the extent Federal law does not apply, the laws of the State of Illinois. In the event of any action hereunder or related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

14. **Waiver of Homestead.** Borrower hereby waives all right to homestead exemption in the Property.

15. **Waiver of Homestead Exemption by Non-Borrower.** To induce Lender to extend credit to Borrower, the undersigned hereby waives all right of homestead exemption in the property.

**Joining in Execution.** If this box is checked the following applies:

\_\_\_\_\_ joins in the execution and delivery of this Mortgage to induce the Lender to make the loan and to create a valid, enforceable lien under Illinois homestead law. \_\_\_\_\_ does not undertake any responsibility for the payments of the note secured by this Mortgage or the performance of any of the warranties, terms, or conditions of this Mortgage.

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0653651943

DATED at Arlington Heights, Illinois this 4 day of September, 2003

BORROWER(S):

~~SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF~~

Frank Paul Soprano

Harris Bank Palatine, Trustee  
HARRIS TRUST AND SAVINGS BANK, not  
personally but solely as Trustee under Trust

Frank Paul Soprano, Beneficiary

No. 6910

BY: Mary M. Bray Mary M. Bray, Trust Officer

ATTEST: Kristin A. Stams  
Kristin A. Stams, Land Trust Administrator

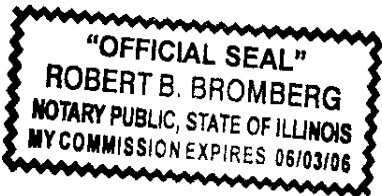
STATE OF ILLINOIS

COUNTY OF Cook ss.

The foregoing instrument was acknowledged before me this 4 day of September, 2003 by Frank Paul Soprano

produced Arison License who is/are personally known to me or has as identification.

Robert B. Bromberg  
Printed/Typed Name: Robert B. Bromberg  
Notary public in and for the state of Illinois  
Commission Number: 466348



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## ENTITY SIGNATURE ATTACHMENT

Washington Mutual Loan No.: 0653651943

Note Date: 09/04/2003

Note Amount: \$49,500.00

Collateral: 1515 EAST CENTRAL ROAD UNIT 166B  
ARLINGTON HEIGHTS, IL 60005

HARRIS BANK PALATINE, TRUSTEE AGREEMENT DATED 03/01/98, TRUST # 6910  
HARRIS TRUST AND SAVINGS BANK, not personally but solely as Trustee under Trust

No. 6910

BY: Mary M. Gray Mary M. Gray, Trust Officer

ATTEST: Kristin A. Stems Kristin A. Stems, Lead Trust Administrator  
HARRIS BANK PALATINE, TRUSTEE

Frank Paul Soprano  
FRANK PAUL SOPRANO, BENEFICIARY

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STATE OF ILLINOIS)

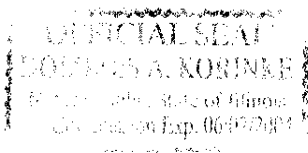
COUNTY OF COOK)

I, the undersigned, a notary public in and for said county, in the State aforesaid, do hereby certify that Mary M. Bray, Land Trust Officer of Harris Trust and Savings Bank, Successor Trustee to Harris Bank Palatine, N.A, f/k/a Palatine National Bank, and Kristin A. Starns, Land Trust Administrator of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said LTA did also then and there acknowledge that said Land Trust Officer, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as said Land Trust Officer's own free and voluntary act, as Trustee, and as the free and voluntary act of said Bank. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 4th day of September, 2003

*Douglas A. Korinke*

Notary Public



Provisional County Clerk's Office

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## EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated 3-1-98 and known as Trust no. 6910 personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.



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## LEGAL ADDENDUM

THE FOLLOWING REAL PROPERTY SITUATE IN THE CITY OF ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, TO-WIT:

UNIT NO. 166B IN THE DANA POINT CONDOMINIUM, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS THEREOF, AS SET FORTH IN THE MASTER DEED RECORDED SEPTEMBER 8, 1978 IN DOCUMENT NUMBER 24618528, AS AMENDED FROM TIME IN THE COOK COUNTY CLERK'S OFFICE.

BY FEE SIMPLE DEED FROM JANICE L. WRIGHT, F/K/A JANICE W. ALTMAYER, BRIAN ALTMAYER, WIFE AND HUSBAND, KARI W. SEALUND, F/K/A KARI L. WRIGHT, AND ERIK SEALUND, AS CO-SUCCESSOR TRUSTEES OF THE WILSON P. WRIGHT REVOCABLE TRUST, WIFE AND HUSBAND AS SET FORTH IN DEED INSTRUMENT NO. 98223766 AND RECORDED 3/23/1998, COOK COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



**U17119320-010P09**

REFINANCE MORTGA

LOAN# 0653651943

US Recordings

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