

ABSTRACT HOME EQUITY LINE

HOME EQUITY LINE MORTGAGE

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124 WEST MORMANDY DRIVE CHICAGO HEIGHTS, IL 60411 व अञ्चलका प्रतान कृष्य, स्थान ADDRIES अञ्चल, १०४० वर्ग कर कार्य स्थानकान्त्र

124 WEST MORMANDY DRIVE CHICAGO HEIGHTS, IL 60411

LEHDER:

PIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION), A NATIONAL BANKING ASSOCIATION 141 NORTH MAIN AVENUE SIOUX FALLS, SD 57117

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lander identified above, the real properly described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; easements, royalties, leasehold estate, if a leasehold; rents, leaves and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively Troperty').
- 2. OBLIGATIONS, This hiorigage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness liabilities, obligations and coverants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the Inflowing agreement:

11 1925 B141

PRINCIPAL AMOUNT/	AGREEMENT DATE	MATURITY HEREDATE 185
\$21,500.00	11/03/94	11/03/99

(b) all renewals, extensions, amendments, mostifications, replacements or substitutions to any of the foregoing:

04000000

(c) applicable law.

- 3. PURPOSE. This Mongage and the Obligations des zibet, herein are executed and incurred for consumer purposes.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures he repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
 - 6. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, regrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, an umbrances and claims except for this Mortgage and liens and encumbrances of record;

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials" as defined herein, in connection with the Property or transport of any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials", is all mean any hazardous waste, toxic substances, or any other substance, materials, or waste which is or becomes regulated by any governmental authouty including, but not limited to, (i) petroleum; (ii) triable or nontriable asbestos; (iii) polychiorinated biphemyls; (iv) those substances, materials or must be designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act c. (iv) amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 or the Presource Conservators and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Morgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property; and

- (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or the represent which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.
- 7. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest to Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lunder's option declare the sums secured by this Mortgage to be immediately due and payable, and Lander may Invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 8. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 9. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fall to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's right, title and Interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication. (and any subsequent communications relating thereto) to Lender.
- 10. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any Indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances to Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collisteral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 11. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without bender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

- 12. LOSS OR DAMAGE. Grantor shall lear the entire disk Man Thes, the ft. distruction or damage of mulatively "Loss or Damage") to the Property or any portion thereof from any case whiteowyr. It is a see it of any Li short in any Grantor shall at the orition of Lender, tepair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property
- 13. INSURANCE. Chantor shall keep the Property insured for its full value against all hazards including loss or damage caused by file, collision, then, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' sritten notice before such policies. discretion. The insurance policies shall require the insurance company to provide Lander with at least trifty (30) days some notice before such policies are aftered or cancelled in any manner. The insurance policies shall name Lender as a mortgage and provide that no act or omission of (Brantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender, in the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and charge the insurance cost shall be an advance psyable and bearing interest as described in Paragraph 27 and secured hereby. Crantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as atturney-in-fact for Grantor in making and settling claims. numer nerver with evidence of insurance indicating the required coverage. Lender may act as attiviney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, piedged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender las authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monles toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 14. ZOHING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zonsing provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a conconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.
- 15. CONDEMNATION. Grantor shall immediately provide Lander with written notice of any actual or threatened condemnation or eminent domain 15. CONDEMNATION. Grantor enail immediately provide Lander with written notice of any accular or threatened condemnation or eminent domain proceeding pertaining to 1% Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to 1 ender and shall be applied first to the paym n1 of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. In any event, Grantor shall be obligated to restore or repair the Property.
- 16. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Granter shall immediately provide Lender with written notice of any actual or TO, LEMBER'S RIGHT TO COMMERCE ON DEPERTURE LEGISLATIONS. GRAIN IMPROVIDED SHALL REPORT SHALL INTERPORT SHALL
- 17. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, directors, officers, employees and agents with written notice of and indemnify and hold Lender and its shareholders, circums, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, selfs and other legal proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous "late falls). Grantor, upon the request of Lender shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's costs. Grantor's obligation to indemnify Lender shall survive the termination, release or foreclosure of this Mortgage. 17. INDEMNIFICATION. Lender shall red, assume or be responsible for the performance of any of Grantor's Obligations with respect to the Property
- 15. TAXES AND ASSESSMENTS. Grantor shall pay all taxe: *** assessments relating to Property when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the esticuted annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due data thereof.
- 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Straight shall allow Lender or its agents to examine and inspect the Property 19. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. (27.1% shall allow Lender for its agents to examine and inspect to reperty and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time. Crantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's interest in its both and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such Information as Lender may request regarding Grantor's financial condition on the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 20. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Gran or she il deliver to Lender, or any intended transferee of Ender's rights with respect to the Obligations, a signed and scknowledged statement specifying (e) the outstanding balance on the Obligations; and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligation, if so, the nature of such claims, defenses. set-cits or counterclaims. Grantor will be conclusively bound by any representation that Lender may nucley to the intended transferee with respect to these matters in the event that Grantor falls to provide the requested statement in a timely manner.
 - 21. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor or Borrower:

 - (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage, including, but not limited to, false statements made by Grantor about Grantor's income, assets, or any other aspects of Grantor's financial con littion;
 (b) fails to meet the repayment terms of the Obligations; or
 (c) violates or fails to comply with a covenant contained in this Mortgage which adversely affects the Property or "sorder's rights in the Property, Including, but not limited to, transfering title to or selling the Property without Lender's consent, falling to maintain intralactice or to pay taxes on the Property, allowing a lien senior to Lender's to result on the Property without Lender's written consent, allowing the talling of the Property through eminent domain, allowing the Property to be foreclosed by a lienholder other than Lender, committing waste of the Property to seizure or confiscation.
- 22. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following nedies without notice or demand (except as required by law):
 - (a) to terminate or suspend further advances or reduce the credit limit under the promissory notes or agreements evidencing the obligations;

 - (d) to require Grantor to deliver and make available to Lander any personal property constituting the Property at a place reasonably convenient to Grantor and Lander;

 - (e) to collect all cf the rents, issues, and profits from the Property from the date of default and thereafter;
 (f) to app'ly for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Pro-ierty to secure the payment or performance of the Obligations, or the existence of any waste to the Property;

 - (g) to for close this Mortgage;
 (h) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (i) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action agricust Grantor, Grantor walves the posting of any bond which might otherwise he required.

- 23. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 24, WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be entitled under any applicable law.

25. COLLECTION COSTS. If fender his earline an elicinary of as it in co- Grantor agrees to pay Lender's reason be at construction at its continuous continuous.	ortho my amount tue of intercha any right or remedy under this Mortgage.	
26. SATISFACTION. Upon the payment in full of the Obligations, this N	2 0 1 7	
Lender for all amounts (including attorneys' feet and legal expenses) ex Grantor or the exercise of any right or remedy of Lender under this Mortg	n demand, to the extent permitted by taw, Grantor shall immediately retributes pended by Lander in the performance of any action required to be taken by ige, together with interest thereon at the lower of the highest rate described in until the date of reimbursement. These sums shall be included in the definition	
	alf of Grantor may be applied against the amounts paid by Lender (including action with the exercise of its rights or remedies described in this Morigage and chooses.	
29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Colligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.		
30. SUBROGATION OF LENDER. Lender shall be subrogated to the discharged with funds advanced by Lender regardless of whether these tier.	e rights of the holder of any previous lien, security interest or encumbrance, security interests or other encumbrances have been released of record.	
31. PARTIAL RELEASE. Lander may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 26, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.		
contained in a writing sign of by Lander. Lander may perform any of Grainships of those Obligations or rights. A waiver on one occasion shall no	ny of Grantor's Obligations or Lander's rights under this Mortgage must be tor's Obligations or delay or fail to exercise any of its rights without causing a constitute a waiver on any other occasion. Grantor's Obligations under this s, fails to exercise, impairs or releases any of the Obligations belonging to any Property.	
33. SUCCESSORS AND ASS GV3. This Mortgage shall be binding successors, assigns, trustees, receivurs administrators, personal represents	upon and inure to the benefit of Grantor and Lender and their respective tives, legatees and dovisees.	
34. NOTICES. Any notice or other contravication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other culturess as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given from (3) days after such notice is sent and any other such notice shall be deemed given when received by the person to whom such notice is being given.		
35. SEVERABILITY. if any provision of this Morigraph violates the law enforceable.	or is unenforceable, the rest of the Mortgage shall continue to be valid and	
36. APPLICABLE LAW. This Mortgage shall be gover sed by the laws and venue of any court located in such state.	of the state where the Property is located. Grantor consents to the jurisdiction	
and protest except as required by law. All references to Grantor in this Mon	sence. Grantor waives presentment, demand for payment, notice of dishonor gage shall include all persons signing below. If there is more than one Grantor, light to trial by jury in any civil action arising out of, or based upon, this	
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public in and for said County, in the State stresseld, DO HEREBY CERTIFY	public in and for said County, in the State afore-aid, DO HEREBY CERTIFY
that PRANK J. DASILE and GLEIGHA, D. BASILE,	personally known to me to be the same person
personally known to me to be the same person whose name	ubscribed to the foregoing instrument, appeared before me
personally known to me to be the same person	algoral, sealed and delivered the said instrument as
this day in person and solinoviredged that	and voluntary sot, for the uses and purposes herein set forth,
and voluntary act, for the uses and purposes herein set forth.	Oiven under my hand and oifficial seal, this
Ohen under my hand and official equi, this RA day of	A spray of the contract of the subsection of the
November, 1994	Notary Public
Vutoria D. (anael	Commission expires:
Hosery Pupe: 3 1997	
Commission expires: 27 Visit V	"OFFICIAL SEAL"
SCHI	FOULE A Victoria L. Carnedy Notery Public, State of Illinois
The street address of the Property (fl up loable) is: 124 MEST NORM	ANDY DRIVE My Commission Expires 9/3/97
CHICAGO HBIGH	rs, il 60411
Or	
Permanent Index No.(s): 32-08-336-010	The second secon
The legal description of the Property located in COSK	
LOT 84 IN OLYMPIA TERRACE U.I. NO OF THE BOUTHWEST 1/4 OF SECTION (D. 5, A SUBDIVISION OF THE SOUTHWEST 1/4 B, AND THAT PART LYING WEST OF THE CENTER
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MERIDIAN, IN COOK COUNTY, ILLINO	
	. DEFT-61 RECORDING \$27.50 . T69868 TRAN 2070 12,06/74 12:03:00
	#5352 # JB *-04-020023
	169868 TRAN 2078 12:86/74 12:83:86 #5332 # J.IB *-04-020023 COOK COUNTY RECORDER O.1020023 This instrument was drafted by:
	74,
	20
For Recorder's Use:	15c.
	- 6000022
	0.40-00 63
	This instrument was drafted by:
	TIRST BANK OF SOUTH DAKOTA (NATIONAL ABSOCIATION)
	141 NORTH MAIN AVENUE
	SIOUX FALLS, SD 57117
	After recording return to:
	PIRST BANK OF SOUTH DAKOTA (NATIONAL ASSOCIATION)
	CASC/LIEN PERFECTION DEPARTMENT
	P.O. BOX 64778 ST. PAUL, MINNESOTA 55164-0778
Time	
-	. *

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