

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption

Report Mortgage Fraud

800-532-8785

40068835

The property identified as: PIN: 16-06-405-019-0000

Address:

Street: 831 N. Elmwood Avenue

Street line 2:

City: Oak Park

State: IL

ZIP Code: 60302

Lender: National City Bank

Borrower: Luis E. Torero and Jill A. Sapoznick

Loan / Mortgage Amount: \$275,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 7BC6FCB6-088A-41A1-AE54-4193BB32211C

Execution date: 03/20/2009

5

**UNOFFICIAL COPY**

This document was prepared for National City Bank

*Andrew Munson*

Return to:

National City, Locator 01-7116

P O Box 5570

Cleveland, OH 44101

**MORTGAGE  
WITH FUTURE ADVANCE CLAUSE**

40068935

**THIS MORTGAGE SECURES FUTURE OBLIGATIONS AND ADVANCES  
PURSUANT TO 205 ILCS 5/5D**

LUIS E. TORERO AND JILL A. SAPOZNICK, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR

The undersigned, LUIS E. TORERO AND JILL A. SAPOZNICK, HUSBAND AND WIFE

(individually and collectively the "Mortgagor") whose address is \_\_\_\_\_

831 N ELMWOOD AVE

OAK PARK

IL 60302

on MARCH 20, 2009 for good and valuable consideration, the sufficiency of which is acknowledged and to secure the principal sum specified below and to secure Mortgagor's performance, grants, sells, conveys, mortgages and warrants to

Lender: NATIONAL CITY BANK, Locator 01-7116, P O Box 5570, Cleveland, Ohio 44101 ("Lender")

The real property in cook County, Illinois, described as \_\_\_\_\_

831 N ELMWOOD AVE

OAK PARK

IL 60302

as security for the payment of the indebtedness evidenced by the open-end revolving line of credit agreement given by

LUIS TORERO JILL SAPOZNICK ("Borrower") to Lender dated MARCH 20, 2009,

(the "Agreement"), together with all rights, privileges and appurtenances and all rents, royalties, mineral rights, oil and gas rights, all water and riparian rights, water courses and ditch rights, and all easements and all existing and future improvements, fixtures and replacements that are part of the real estate now or in the future (the "Property") as described below:

**See Exhibit A, which is attached to this Mortgage and made a part hereto.**

**MAXIMUM OBLIGATION LIMIT AND FUTURE ADVANCES:** This Mortgage secures the indebtedness under the Agreement, and any extension, refinancing, modification, renewal, substitution or amendment of the Agreement. The indebtedness secured pursuant to the Agreement constitutes "revolving credit" as defined by 815 ILCS 205/4.1. The total principal amount secured by this Mortgage at any one time shall not exceed \$ 275000.00. This limitation of amount does not include interest, attorneys' fees, and other fees and charges validly made pursuant to this Mortgage. Also, this limitation does not apply to advances made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. If, at any time prior to the payment in full of the indebtedness secured by this Mortgage, Lender shall advance additional funds to or for the benefit of Borrower, such advance together with applicable interest thereon shall be secured by this Mortgage in accordance with all covenants, conditions and agreements herein contained and, to the extent permitted by law, shall be on a parity with and not subordinate to the indebtedness evidenced by the Agreement.

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**Mortgage Covenants:** Mortgagor agrees that all covenants are material obligations.

**Payments.** Each Mortgagor who is a Borrower agrees to make payments when due and in accordance with the Agreement.

**Covenant of Title.** Mortgagor warrants and represents to Lender that Mortgagor is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

**Prior Liens.** Mortgagor agrees to make all payments when due, to comply with all covenants, and to not permit modification of the terms of any prior liens, mortgages, or deeds of trust without prior written consent of Lender.

**Taxes, Fees and Charges.** Mortgagor will satisfy and keep current all tax assessment, liens, and other charges related to the Property when due.

**Insurance.** Mortgagor agrees to keep the improvements now existing or hereafter erected on the Property insured as may be required from time to time by the Lender against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as Lender may require, including but not limited to flood insurance if required by federal law, and Mortgagor will pay promptly when due any premiums on such insurance. All insurance shall be carried in companies approved by Lender and the policies and renewals thereof may be required to be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to Lender. If any sum becomes payable under such policy, unless otherwise agreed in writing, the Lender will apply it to the indebtedness secured by this Mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this Mortgage. Application of proceeds to the Agreement does not relieve the Borrower from the obligation to make scheduled payments under the Agreement.

**Property Condition.** Mortgagor will keep the Property in good condition and make all reasonably necessary repairs. Mortgagor will not sell, transfer or encumber the Property without the written consent of the Lender. Mortgagor will notify Lender of any and all claims or proceedings against the Property or of any losses or damage to the Property.

**Compliance with Environmental Law.** Environmental Law(s) means without limitation, the comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 U.S.C. 9601 et seq.) and all other federal, state and local laws, regulations and ordinances relating to the protection of the environment, public health and safety including any hazardous substance as defined under any environmental law. Mortgagor represents and warrants that Mortgagor is in compliance with and will remain in compliance with all applicable Environmental Laws; that Mortgagor will notify Lender immediately if there is a violation of Environmental law; or if there is a threatened or pending claim or proceeding relating to an Environmental Law with respect to the Property.

**Authority to Perform.** Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary to undertake the performance of Mortgagor's obligations under the Agreement and the Mortgage. Lender's failure to do so does not preclude Lender from exercising other rights under the Agreement and the Mortgage.

**Default.** Should the Borrower engage in fraud or material misrepresentation with regard to the Agreement; or should Mortgagor fail to perform any of the agreements or covenants in the Mortgage and such failure adversely affects the Property or Lender's rights in the Property; or should any action or inaction by Borrower or Mortgagor adversely affects the Property or Lender's rights in the Property, including, but not limited to, the death of a sole Mortgagor or, if more than one Mortgagor, the death of a Mortgagor that adversely affects the Lender's security; or should Borrower otherwise be in default under the Agreement, after any notice or opportunity to cure required by law, the Lender may enter on the Property, collect the rents and profits therefrom, and after paying all expenses of such collection, apply same to the satisfaction of the balance owed on the Mortgage or, at its option, the Lender shall have the right to and may declare the entire secured indebtedness at once due and payable and file suit to enforce the Mortgage by a judicial sale of the Property to pay the balance of the secured indebtedness plus reasonable attorney's fees, costs and expenses to the maximum extent permitted by law.

**Other Remedies.** In the event Mortgagor should fail to promptly pay all taxes, obligations, liens, assessments and insurance premiums, or to keep the Property adequately insured or in good repair, the Lender may at its option pay same, which shall be added to the secured indebtedness and shall bear interest at the rate provided for in the Agreement and the Lender may declare the secured indebtedness immediately due and payable and enforce the Mortgage.

**Joint and Several Obligation.** All obligations of the Borrower and the Mortgagor under this Mortgage are joint and several which means that each and every Borrower is individually liable for all the obligations under this Mortgage even if Borrowers are husband and wife. If Mortgagor is not a Borrower on the Agreement then Mortgagor is providing Property as security for the debt owed under the Agreement but the Mortgagor does not hereby agree to become personally liable for the secured indebtedness.



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Waiver. Mortgagor hereby releases all rights under and by virtue of the homestead exemption laws of Illinois and waives all appraisal rights except to the extent not prohibited by law.

Remedies Cumulative; Lender's Forbearance Not a Waiver. Lender's rights and remedies under this Mortgage or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary. Lender's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Governing Law. Lender is a national banking association and this Mortgage is governed by the federal laws applicable to Lender which is headquartered in Ohio. Except to the extent not preempted by federal law, this Mortgage will be governed by the laws of the State of Illinois.

SIGNATURES: By signing below, Mortgagor agrees to the terms and provisions of this Mortgage and any attachments and acknowledges receipt of a copy of this Mortgage on the date indicated.

*Luis Torero*  
(Signature)

*Jill A Sapoznik*  
(Signature)

LUIS TORERO  
(Print Name)

JILL SAPOZNICK  
(Print Name)

831 N ELMWOOD AVE  
OAK PARK IL 60302-0000  
(Address)

831 N ELMWOOD AVE  
OAK PARK IL 60302-0000  
(Address)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

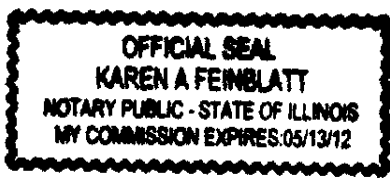
STATE OF ILLINOIS  
COUNTY OF DuPage SS:

This instrument was acknowledged before me on 03/20/2009 by Driver's License

My Commission Expires: 05/13/2012

(Seal)

*Karen A Feinblatt*  
Notary Public Karen A. Feinblatt



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## Exhibit A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: THE NORTH 1/2 OF LOT 10 IN BLOCK 2 IN OAK PARK HIGHLANDS, A SUBDIVISION OF LOT 2 IN THE CIRCUIT COURT PARTITION, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PERMANENT PARCEL NUMBER: 16-06-405-019-0000 FIRST AMERICAN ORDER NO: 40068835

Permanent Parcel Number: 16-06-405-019-0000  
LUIS E. TORERO AND JILL A. SAPOZNICK, HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY

831 NORTH ELMWOOD AVENUE, OAK PARK IL 60302  
831 NORTH ELMWOOD AVENUE, OAK PARK IL 60302  
Loan Reference Number: 024307500  
First American Order No: 40068837

 SAPOZNICK  
40068835

FIRST AMERICAN ELS  
OPEN END MORTGAGE



IL

*Return To:*

Equity Loan Services, Inc.  
1100 Superior Avenue, Suite 200  
Cleveland, Ohio 44114  
Attn: National Recording

Property of Cook County Clerk's Office