

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**

**Report Mortgage Fraud  
800-532-8785**

The property identified as: **PIN: 14-21-110-021-0000**

**Address:**

**Street:** 3631 N. Pine Grove Avenue - Apt. 3

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60613

**Lender:** National City Bank

**Borrower:** Mimi Fiszal Trustee

**Loan / Mortgage Amount:** \$75,000.00

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:** A39D4219-23F8-47C4-B2FC-A1FF2ADBD94B

**Execution date:** 09/02/2009

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This document was prepared for National City Bank

*Victoria Ceratti*  
 Return to:  
 National City, Locator 01-7116  
 P O Box 5570  
 Cleveland, OH 44101

*410 80738*

**MORTGAGE  
 WITH FUTURE ADVANCE CLAUSE**

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

MIMI FISZEL TRUSTEE UNDER THE MIMI FISZEL LIVING TRUST DATED

The undersigned, DECEMBER 11, 2007

(individually and collectively the "Mortgagor") whose address is \_\_\_\_\_  
3631 N PINE GROVE AVE APT B \_\_\_\_\_ CHICAGO \_\_\_\_\_ IL 60613-4533 \_\_\_\_\_,  
 on SEPTEMBER 02 \_\_\_\_\_, 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 \_\_\_\_\_  
3631 N PINE GROVE AVE APT B \_\_\_\_\_ CHICAGO \_\_\_\_\_ IL 60613-4533 \_\_\_\_\_,  
 as security for the payment of the indebtedness evidenced by the open end revolving line of credit agreement given by  
MIMI FISZEL \_\_\_\_\_ ("Borrower") to Lender dated SEPTEMBER 02, 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 \$ 75000.00 \_\_\_\_\_. 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.

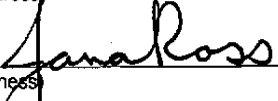
Governing Law. Lender is a national banking association and this Mortgage is governed by the federal laws applicable to Lender which is headquartered in Ohio. Except to the extent not preempted by federal law, this Mortgage will be governed by the laws of the State of Illinois.

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.

  
 (Signature) \_\_\_\_\_ (Signature) \_\_\_\_\_

MIMI FISZAL \_\_\_\_\_  
 (Print Name) \_\_\_\_\_ (Print Name) \_\_\_\_\_

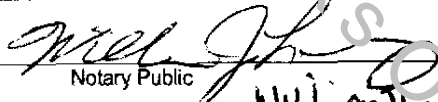
3631 N PINE GROVE AVE APT B \_\_\_\_\_  
 CHICAGO IL 60613-4533 \_\_\_\_\_  
 (Address) \_\_\_\_\_ (Address) \_\_\_\_\_

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

Jana Ross \_\_\_\_\_  
 (Print Name) \_\_\_\_\_ (Print Name) \_\_\_\_\_

Missouri  
 STATE OF ILLINOIS  
 COUNTY OF ST LOUIS \_\_\_\_\_ ss:  
 This instrument was acknowledged before me on 9/2/09 by MIMI FISZAL  
 My Commission Expires: 2/17/2011

(Seal)  
**WILLIAM J LENZ**  
 Notary Public - Notary Seal  
 State of Missouri  
 St Louis County  
 My Commission Expires 2/17/2011  
 Commission # 07425795

  
 Notary Public  
**WILLIAM J LENZ**



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## RIDER TO CREDIT INSTRUMENT AND SECURITY INSTRUMENT (For use with Revocable Trusts)

This RIDER TO CREDIT INSTRUMENT AND SECURITY INSTRUMENT is made this 2<sup>ND</sup> day of SEPT 2009 and is incorporated into and shall be deemed to amend and supplement the Credit Instrument and the Security Instrument.

I. The following terms used in this Rider shall have the following meanings:

A. **Revocable Trust** means **Mimi Fiszel Living Trust** created under the trust instrument dated **December 11, 2007** (the "Trust Agreement").

B. **Revocable Trust Trustee(s)** means **Mimi Fiszel**, Trustee(s) of the Revocable Trust, to serve until the earliest of (check one): (a)  his/her death, resignation or disability; (b)  the death, resignation or disability of one of them, and the remaining trustee shall continue to act as sole trustee. The Lender may conclusively rely on this statement as to the identity of the Trustee(s) until Grantors inform the Lender of a change in Trustee.

C. **Revocable Trust Grantor(s)** means **Mimi Fiszel**, Grantor(s) of the Revocable Trust.

D. **Lender** means **National City Bank**.

E. **Loan** means that certain **Home Equity Line of Credit** loan in the amount of \$75,000.00 approved by Lender and evidenced by the Credit Instrument (as defined below) and secured by the Security Instrument, if any.

F. **Credit Instrument** means the promissory note, line of credit agreement, guarantee or other evidence of indebtedness given in exchange for the Loan from Lender.

G. **Security Instrument** means any mortgage, deed of trust, pledge agreement or security agreement and any riders thereto of the same date as this Rider given to secure the Credit Instrument to the Lender of the same date and covering the Property (as defined below).

H. **Property** means the property described in the Security Instrument and, if real estate, located at the following address: **3631 N Pine Grove Apt B Chicago, IL 60613**

II. In addition to the covenants and agreements made in the Credit Instrument and the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Grantor(s) each, jointly and severally, represent, warrant, covenant and agree as follows:

A. The term "Borrower", when used in the Credit Instrument or the Security Instrument, shall refer to the Revocable Trust Trustee(s), the Revocable Trust Grantor(s), and the Revocable Trust, jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" in the Credit Instrument or the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Credit Instrument or the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Credit Instrument or the Security Instrument.

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B. The Revocable Trust Trustee(s) are authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in Trust name.

C. A true and complete copy of the Trust Agreement (or a Certificate or Abstract of Trust) has been delivered to the Lender. The Revocable Trust has not been revoked and there have been no amendments limiting the powers of the Revocable Trust Trustee(s) over Revocable Trust property. The Lender has not reviewed the Trust Agreement for any purpose other than to properly identify the parties to the Trust Agreement. The Lender may rely upon the trust as explained in the Revocable Trust Rider and, in the absence of actual notice of any modification or revocation of the Trust Agreement, it shall be conclusively presumed that the Revocable Trust is in full force and effect as stated herein.

By signing below, the Revocable Trust Trustee(s) accept and agree to the terms and covenants contained in this Revocable Trust Rider.

X Mimi Fiszel  
Mimi Fiszel  
Trustee of Mimi Fiszel Living Trust under trust instrument  
dated Decmebr 11, 2007.

X \_\_\_\_\_  
Trustee of \_\_\_\_\_ under trust instrument dated \_\_\_\_\_ .

By signing below, the undersigned Revocable Trust Grantor(s) acknowledge all of the terms and covenants contained in this Revocable Trust Rider and agrees to be bound thereby.

X Mimi Fiszel  
Mimi Fiszel,  
Revocable Trust Graktor



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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT B, AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): THE SOUTH 1/2 OF LOT 11 IN BLOCK 7 OF HUNDLEY'S SUBDIVISION OF LOTS 3 TO 21 AND 33 TO 37 ALL INCLUSIVE IN PINE GROVE, A SUBDIVISION BY ELISHA E. HUNDLEY OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 10, 1977 AND KNOWN AS TRUST NUMBER 23217, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 19, 1978 AS DOCUMENT 24,456,393, TOGETHER WITH AN UNDIVIDED 16.25 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

Permanent Parcel Number: 14-21-110-021-0000  
MIMI FISZEL TRUSTEE UNDER THE MIMI FISZEL LIVING TRUST  
DATED DECEMBER 11, 2007

3631 NORTH PINE GROVE AVENUE, CHICAGO IL 60613  
Loan Reference Number : 56-014-200935910/024521771  
First American Order No: 41080738  
Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

 FISZEL  
41080738

FIRST AMERICAN ELS  
OPEN END MORTGAGE



IL

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