

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1612413045 Fee: \$62.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/03/2016 01:29 PM Pg: 1 of 13

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 15-12-205-024-1113

Address:

Street: 7214 Oak Avenue, #2SE

Street line 2:

City: River Forest

State: IL

ZIP Code: 60305

Lender: Xero Associates, Inc.

Borrower: Anthony Campanale

Loan / Mortgage Amount: \$49,000.00

This property is located within the program area 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: 4C7B4107-0B90-407F-9BA7-502072B92A87

Execution date: 5/2/2016

Handwritten initials

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THIS INDENTURE, made **April 29, 2015**, between **Anthony Campanale**, herein referred to as "Mortgagor", and **Xero Associates, Inc.**, an Illinois Corporation, herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of **Forty Nine Thousand and no\100 ollars (\$49,000.00)**, payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due as set forth in such note and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at

Xero Associates, Inc., 850 North Oak Park Avenue, Oak Park, IL. 60302

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF RIVER FOREST, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

UNIT NUMBER 7214-2SE, IN RIVER FOREST GARDEN APARTMENTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 1, 2, 3, 4, 5 AND 6 IN ROVER FOREST LAND ASSOCIATION'S ADDITION TO RIVER FOREST IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 16, 1910 <AD4663334 IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25502991, TOGETHER WITH ITS

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PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number: **15-12-205-024-1113**

Address of Real Estate: **7214 Oak Ave., #2SE, River Forest, IL 60305**

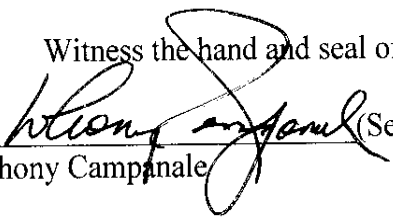
TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a primarily with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed and all similar apparatus, equipment or articles hereafter placed in the premise by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

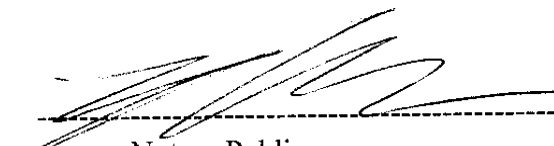
The name of a record owner is: **Anthony Campanale**

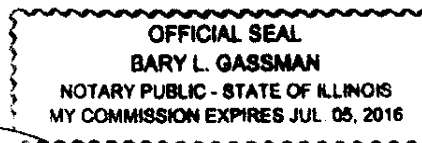
This mortgage consists of 4 pages. The covenants, conditions and provision appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors and assigns. This mortgage shall be released upon performance of the conditions set forth in the Note executed simultaneous herewith.

Witness the hand and seal of Mortgagor the day and year first above written.

 (Seal)
Anthony Campanale

Subscribed and Sworn to and before me this 29th day of April, 2016.


Notary Public



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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making payments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and

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bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management

and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

Mail this instrument to Xero Associates, Inc., 850 North Oak Park Avenue, Oak Park, IL. 60302

Prepared by: Barney & Karamanis, LLP.
180 N. Stetson
Suite 3050
Chicago, IL. 60601

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EXHIBIT

PROMISSORY NOTE

1. **DATE AND PARTIES.** The date of this Promissory Note ("Note") is April 29, 2016. This Note evidences a loan which includes all extensions, renewals, modifications and substitutions ("Loan"). The parties to this Note and Loan are:

BORROWER:

Anthony Campanale
7213 Oak Ave., #2SE
River Forest, IL 60305

LENDER

Xeor Associates, Inc.
850 North Oak Park Avenue
Oak Park, IL 60302

2. **PROMISE TO PAY** For value received, Borrower promises to pay to Lender's order at its office at the above address, or such other place as Lender may designate, the sum of \$49,000.00 (Principal) or so much thereof as may, from time to time, be advanced to Borrower here under plus interest at the Contract Rate (as hereinafter defined) from the date of disbursement, on the unpaid principal balance.

Principal shall be payable as provided in Section 3 of this Note, except as otherwise provided in case of Default. Interest at the Contract Rate, shall be paid at maturity on the outstanding principal balance during the term hereof except as hereafter provided.

As used herein, the term Contract Rate shall mean 3% per annum at a fixed rate, except as otherwise provided herein. Notwithstanding the stated Contract Rate, after maturity or acceleration, the unpaid balance shall bear interest at the rate specified in the paragraph in this Note entitled "DEFAULT RATE OF INTEREST" until paid in full. Interest payable under the Loan and this Note is limited to the maximum lawful amount of interest (Maximum Lawful Interest) permitted under applicable federal and State Laws. If the interest accrued and collected exceeds the Maximum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actuarial method.

3. **MATURITY DATE.** Notwithstanding anything set forth or implied

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herein to the contrary, the entire Principal indebtedness together with all accrued and unpaid Interest, and any and all other sums due and owing from Borrower to Lender arising out of this Note, Mortgage or any other document executed or obligation undertaken by Borrower in connection herewith, shall be due and payable on February 1, 2018 (the "Maturity Date"). Nothing set forth herein shall constitute an express or implied agreement or representation by Lender that Lender will agree to extend the Maturity Date specified under this Note. Further, no extension of the Maturity Date under this Note, nor any course of dealing or past extensions of the Maturity Date specified under this Note, shall constitute any agreement or undertaking of the Lender, express or implied, to make other or further extensions of the Maturity Date hereunder or under any document or instrument executed or delivered pursuant hereto.

4. **LATE CHARGE.** Borrower agrees to pay Lender a late charge equal to 5% of the unpaid installment, if payment is not made in full on or before the Maturity Date.

5. **RETURNED CHECK CHARGE.** To the extent not prohibited by law, Borrower agrees to pay Lender \$20.00 for each check presented for payment and dishonored because of insufficient funds or no account.

6. **EVENTS OF DEFAULT.** Borrower shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):

A. Failure by any party obligated on this Note or any other obligations Borrower has with Lender to make payment when due; or

B. A default or breach by Borrower under any of the terms of this Note, the Loan Mortgage of even date pursuant to which the Loan evidenced by this Note is being made, or any other document or instrument evidencing, guarantying, securing or otherwise relating to this Note or any other obligations Borrower has with Lender (other than a default described in paragraph 6A, above), which remains uncured after the expiration of any cure period provided in such document or instrument; or

C. Intentionally Omitted

D. Failure to obtain or maintain the insurance coverages required by Lender, or insurance as is customary and proper for any collateral (as herein defined); or

E. The dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the

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voluntary or involuntary termination of existence of, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Borrower; or

F. A reasonable and good faith belief by Lender at any time that Lender is insecure with respect to Borrower, that the prospect of any payment is impaired or that any collateral (as herein defined) is impaired; or

G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, escrow or escrow deficiency on or before its due date; or

H. A material adverse change in Borrower's business, including ownership, management, and financial conditions, which in Lender's opinion, impairs any collateral or repayment of the Obligations.

7. **LOAN FEE.** Intentionally Omitted.

8. **DEFAULT RATE OF INTEREST.** Intentionally Omitted.

10. **SET-OFF.** Borrower agrees that Lender may exercise Lender's right of set-off to pay any or all of the outstanding Principal and accrued Interest, costs and expenses, attorneys' fees, and advances due and owing on this Note against any obligation Lender may have, now or hereafter, to pay money, securities or other property to Borrower. This includes, without limitation:

A. any money owing to Borrower on an item, or pledge, presented to Lender or in Lender's possession for collection or exchange; and

B. any repurchase agreement or any other non-deposit obligation or credit in Borrower's favor. If any such money, securities or other property is also owned by some other person who has not agreed to pay this Note (such as another depositor on a joint account) Lender's right of set-off will extend to the amount which could be withdrawn or paid directly to Borrower on Borrower's request, endorsement or instruction alone. In addition, where Borrower may obtain payment from Lender only with the endorsement or consent of someone who has not agreed to pay this Note, Lender's right of set-off will extend to Borrower's interest in the obligation. Lender's right of set-off will not apply to an account or other obligation if it clearly appears that Borrower's rights in the obligation are solely as a fiduciary for another, or to an account, which by its nature and applicable law (for example an IRA or other tax-deferred retirement account), must be exempt from the claims of creditors. Borrower hereby appoints Lender as Borrower's attorney-in-fact and authorizes Lender to redeem or obtain payment on any certificate of deposit in which Borrower has an interest, or compromise of any pledge, in order to exercise Lender's right of setoff. Such authorization applies to

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any certificate of deposit even it not matured. Borrower further authorizes Lender to withhold any early withdrawal penalty without liability in the event such penalty is applicable as a result of Lender's setoff against a certificate of deposit or pledge, prior to its maturity. Lender's right of set-off may be exercised:

- A. without prior demand or notice;
- B. without regard to the existence or value of any Collateral securing this Note; and
- C. without regard to the number or creditworthiness of any other persons who have agreed to pay this Note.

Lender will not be liable for dishonor of a check or other request for payment where there are insufficient funds available (or other obligation) to pay such request because of Lender's exercise of Lender's right of set-off. Borrower agrees to indemnify and hold Lender harmless from any person's claims and the costs and expenses, including without limitation, attorneys' fees and paralegal fees, incurred as a result of such claims or arising as the result of Lender's exercise of Lender's right of set-off.

11. **COLLECTION EXPENSES.** On or after an Event of Default, Lender may recover from Borrower all fees and expenses in collecting, enforcing and protecting liabilities and reasonable expenses in realizing on any security incurred by Lender, plus expenses of collecting and enforcing this Note. Such fees and expenses shall include, but are not limited to, filing fees, publication expenses, deposition fees, stenographer fees, witness fees and any other court' costs. Any such fees and expenses shall be added to the Principal of this Note and shall accrue interest at the same rate as provided for in this Note.

12. **ATTORNEYS' FEES.** Upon default of this Note, Lender may recover from Borrower reasonable attorneys' fees incurred by Lender. Such reasonable attorneys' fees shall include, without limitation, paralegal fees. Any such reasonable attorneys' fees shall be added to the principal amount of this Note and shall accrue Interest at the same rate as this Note. Such recovery will be to the extent not prohibited by law.

13. **NO DUTY BY LENDER.** Lender is under no duty to preserve or protect any Collateral until Lender is in actual, or constructive, possession of the Collateral. For purposes of this paragraph, Lender shall only be considered to be in "actual" possession of the Collateral when Lender has physical, immediate and exclusive control over the Collateral and has affirmatively accepted such control.

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Lender shall only be considered to be in "constructive" possession of the Collateral when Lender has both the power and the intent to exercise control over the Collateral.

14. **WAIVER AND CONSENT BY BORROWER AND OTHER SIGNERS.**

Regarding this Note, to the extent not prohibited by law, Borrower and any other signers:

A. waive marshalling of assets, protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

B. consent to any renewals and extensions for payment on this Note, regardless of the number of such renewals or extensions.

C. consent to Lender's release of any borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.

D. consent to the release, substitution or impairment of any collateral.

E. consent that Borrower, or any Borrower herein, is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

F. consent to Lender's right of set-off as well as any right of set-off of any Lender participating in the loan.

G. consent to any and all sales, repurchases and participations of this Note to any person in any amounts and waive notice of such sales, repurchases or participations of this Note.

15. **SECURITY.** This Note is secured by the following type or item of property (Collateral):

Real Estate located at 7214 Oak Ave., #2SE, River Forest, IL 60305

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type of property listed above.

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This Note is secured by various loan documents and collateral instruments including, but not limited to, the following described real estate documents:

MORTGAGE DATED APRIL 29, 2016 ON THE REAL ESTATE COMMONLY KNOWN AS 7214 OAK AVE., #2SE, RIVER FOREST, ILLINOIS

Each of the aforesaid instruments secure payment of the entire Indebtedness represented by this Note and other indebtedness and obligations.

16. **PAYMENTS APPLIED.** All payments, including but not limited to regular payments or prepayments, received by Lender shall be applied first to costs, then to accrued interest and the balance, if any, to Principal except as otherwise required by law. To the extent permitted by Illinois law, payments due hereunder shall be calculated by a method known as the "Bankers rule" as set forth herein. In this regard, if payments called for hereunder include Principal and Interest, then the interest rate shall be calculated using the thirty (30) day month divided by 360 days and multiplied by the applicable Interest Rate. To the extent such calculation is not permitted by Illinois law, interest hereunder shall be calculated on the basis of a 365 or 366 day year, as the case may be.

17. **LOAN PURPOSE.** Borrower represents and warrants that this Loan is for the purpose of acquiring residential real estate.

18. **COLLATERAL PROTECTION INSURANCE NOTICE.** Intentionally Omitted.

19. **FINANCIAL STATEMENTS.** Until this Note is paid in full, Borrower shall furnish Lender upon Lender's request a current financial statement which is certified by Borrower to be true, complete and accurate.

20. **GENERAL PROVISIONS.**

A. **TIME IS OF THE ESSENCE.** Time is of the essence in Borrower's performance of all duties and obligations imposed by this Note.

B. **NO WAIVER BY LENDER.** Lender's course of dealing, or Lender's forbearance from, or delay in, the exercise of any of Lender's rights, remedies, privileges or right to insist upon Borrower's strict performance of any provisions contained in this Note, or other loan documents, shall not be construed as a waiver by Lender, unless any such waiver is in writing and is signed by Lender.

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c. **AMENDMENT.** The provisions contained in this Note may not be amended, except through a written amendment which is signed by Borrower and Lender.

D. **INTEGRATION CLAUSE.** This written Note and all documents executed concurrently herewith, represent the entire understanding between the parties as to the Obligations and may not be contradicted by evidence of prior, contemporaneous, or, subsequent oral agreements of the parties.

E. **FURTHER ASSURANCES.** Borrower agrees, upon request of Lender and within the time Lender specifies, to provide any information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Lender to secure this Note or confirm any lien.

F. **GOVERNING LAW.** This Note shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.

G. **FORUM AND VENUE.** In the event of litigation pertaining to this Note, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, county of COOK, unless otherwise designated in writing by Lender or otherwise required by law.

H. **SUCCESSORS.** This Note shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Borrower may not assign, transfer or delegate any of the rights or obligations under this Note.

I. **NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

J. **DEFINITIONS.** The terms used in this Note, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Note.

K. **PARAGRAPH HEADINGS.** The headings at the beginning of any paragraph, or any subparagraph, in this Note are for convenience only and shall not be dispositive in interpreting or construing this Note.

L. **IF HELD UNENFORCEABLE.** If any provision of this Note shall be held unenforceable or void, then such provision to the extent not otherwise limited by law shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Note.

M. **CHANGE IN APPLICATION.** Borrower will notify Lender in writing prior to any change in Borrowers name, address, or other application information.

N. **NOTICE.** All notices in connection with this Note must be in

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writing. Any notice given by Lender to Borrower hereunder will be effective upon personal delivery or upon mailing by first class United States mail, postage prepaid, addressed to Borrower at the address indicated below Borrower's name on page one of this Note. Any notice given by Borrower to Lender hereunder will be effective upon receipt by Lender at the address indicated below Lender's name on page one of this Note. Such addresses may be changed by written notice to the other party.

O. **HOLDER.** The term "Lender" shall include any transferee, assignee of or participant with Lender or other holder of this Note.

P. **BORROWER DEFINED.** The term "Borrower" includes each and every person signing this Note as a Borrower and any co-signers.

21. **ADDITIONAL TERMS.** Intentionally Omitted

22. **NEGATIVE BORROWING COVENANT.** Borrower covenants that so long as any part of the Loan shall remain unpaid Borrower shall not borrow any additional funds from any source without the express written consent of Lender, which consent Lender may withhold in its sole and absolute discretion.

23. **RECEIPT OF COPY.** By signing below, Borrower acknowledges that Borrower has read and received a copy of this Note.

BORROWER:

Anthony Campanale



Anthony Campanale

PROPERTY OF COOK COUNTY CLERK'S OFFICE