. State of . beresonlier , County of Cook referred to as the Mortgagor, does hereby mortgage and warrant to The First National Bank of Northbered

having its principal office in the Village of Northbrook, Illinois, hereinafter referred to as the Mortgogee, the following real estate in the County of in the State of **Minois** Cook

SEE ATTACHED

which has the address of __8135 W. Rascher, Chicago, Binols 60656 __ (herein "Property address and Permanent Index No. of 12-11-211-097



logether with all buildings, improvements, fixtures or appurtenences now or hernafter erected thereon or placed therein, including all apparatus accuping the property of a ritcles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning water, light, power, refractation, vertilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessons to lessens to existence or appropriate, including screens, window shades, storm doors and windows, floor coverings, and screen doors fall of which are intended to be and are hereful doclared to be a part of said neal enter whether physically attached thereto or not, and also together with all easenants and the rests, issues and profits of said premises which are hereby pledgod, antigred, transferred and set over unto the Mortgages, whether now due or hereafter to be one due as provided herein, all or more failt said forth in Paragraph I on the reverse side hereof. The Mortgages is hereby subrigated to the rights of all mortgages, itenholders and owners paid by the proceeds of the lum hereby secured. Notwithstending anything in this mortgage to the contrary, no provision hereof shall be deemed or interpreted to grant to mortgages or any other holder hereof, a non-possessory security interest in household goods as defined in Regulation AA of the Federal Reserve Board unless such interest is a ourchase money security interest in the colletoral as described herein.

TO HAVE AND TO 100 D the said property, with said buildings, improvements. fixtures, appurtenances, apparatus and equipment, unto said Mortzagee forever, for the uses herein set forth, free from all rights and benefits under the Homesteed Exemption Laws of the State of Illimois, or other applicable Homesteed Exemption Laws, which set of rights and benefits said Mortgagor does hereby release and waive.

To Secure to Lendor (1) the unawment of the indebtodness incurred pursuant to a certain First Equity Line of Credit Agreement [the "Agreement"] dated November 15—19.88——etween Anthony & Astrid Tantillo—(herein called "Debtor" even though the Stortgagor and Debtor may be the same person] and Lendor, "cant to which Debtor may from time to time horrow from Mortgages sums which shall not in the uggregate outstanding principal balance exceed \$ 1100_010 100 ("Credit Limit") plus interest thereon payable at the rate and at the times provided for m the Agreement (2) the repsyment of a Note, if any, except the Debtor to the Mortgages bearing even date herewith in the principal sum of the Credit Limit to evadence indebtedness incurred pursuant to the Agreement ("the Note") (3) the perment of all other sums with interest thereon as provided in the Agreement, odvanced in accordance herewith to protect the set or y of this Mortgage, and (4) the performance of the covenants and agreements of Mortgagor contained herein on the Note and in the Agreement that the "Agreement and ell sums borrowed after such date, together with interest thereon, may be declared the and payable or (ii) all sums outstanding under the Agreement and ell sums borrowed after such date, together with interest thereon, may be due and payable on decand. In any event all smounts borrowed under the Agreement the Agreement the Agreement and herein the Agreement in the Agreement. The term (int. excess used herein shall mean and include all finance charges under the Agreement. The term (int. excess used herein shall mean and include all finance charges under the Agreement.

THE MORTGAGOR COVENANTS AND AGREES:

THE MORTGAGOR COVENANTS AND AGREES:

A. (1) To pay said indebtednose and the interest thereon as in the Agreement, herein and in said Note provided, or according to any agreement extending the time of payment thereof together with any fees and chargon as it is vised in the Agreement; 2) To pay when due and before any penalty attaches thereto all taxes, special assessments, water charges, and seven server—charges against and property including those hererodine due, and to furnish Mortgages, upon request, d. plicate receipts therefor, and all such items cloned against and property chall be conclusively demand valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon 1 wild premises under such assessments, and such other busards as the Mortgages may require to be insured against; and to provide public liability insurance and leach other insurance and the Nortgages and the such form to the such control of the control of the such control of

B. That in case of failure to perform any of the covenants horein, Murigages may do on Mortgager's behalf everything so overnants), that and Mortgages may also do any act it may deam necessary to protect the lies hereof; that Mortgager will repay upon demand any monas paid or disbursed to Mortgages for any of the above purposes and such moneys together with interest thereon at the rate provided in the Agreement shall become so much additional indebtedness and may be included in any judgment or decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid that it shall not be obligatory upon the Mortgager to inquire into the validity of any lies, encumbrance or claim in advancing moneys as above authorized; but nothing herein contained shall be construed as requiring the Mortgager to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or unit to do hereunder. or umit to do hereunder

C. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also inture advances, whether such advances are obligatory or to be made at the option of the Mortagee, or otherwise, as are made within 20 years from the date of the execution of this Mortgage, although there may be no advances were made on the date of the execution of this Mortgage, although there may be no indebtedness secured hereby outstanding at the time any advances in made. The ben of this Mortgage shall be valid as to all indebtedness secured hereby including future advances, from the time of its filing for record in the receiver's or registrative office of the county in which the real estate is located. The total amount of indebtedness secured hereby may increase or devicese from time to time, but the total unpaid belience of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect hereto; at any one time outstanding shall not exceed the Credit Limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this mortgage, the Agreement or any other document with respect hereto (e.g. for payment) of takes special assessments which the Mortgage is intended to and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby"). This Mortgage is intended to and shall be valid and have priority over all subsequent lians and encumbrances, including statutors lisers, excepting solely taxes and assessments levied on the real setate, to the extent of the maximum amount secured hereby. C. This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also luture

of the Credit Limit.

E. That in the event the ownership of said property or any part thereof becomes vested at a person other than the Mortgagor, the Storigagos may extend motion to the Mortgagor, deal with such successors in laterost with reference to this Mortgagor, and the detchereby secured in the same mathematical the Mortgagor, and may fortear to sue or may extend time for payment of the debt, ascured hereby, without decharging or many that after the liability of the Mortgagor hereunder or upon the debt hereby secured. Nothing herein contained shall imply any consent to such transfer of extending

F. That time is of the enserce hereof, and if default be made in performance of any coverant to the Agreement of Server, there any payment under the Agreement or under said Mets or obligation or any entension of represal thereof, or if proceedings be assistant to entering any other lifes or charge upon any of said property, or specified of a proceeding in bankretery by or examine the Mortageon, or if any proceeding any interest by the said process, or if the Mortageon shad made an engagement for the horself of the process, and the property of the Mortageon shadows are of said process.

in the event of the said, transfer, convergence or other discontinued or correspont to self, transfer, convey or otherwise discontents in the self-time of the

such change of ownership.

G. That upon the commercement of any foreclosure proceeding hereuader, the court is which such proceeding is filled may, at any time, either before or after saie, and without notice to the Mortgagor, or any party claiming under him, and without regard to the them value of said processes, or whether the court of the court of the equity of redespition are knowned, enter an order pleaung the Mortgagon is passentian or appeals any party of redespition, and such rents, issues and profits when collected, may be explicit all advantage the passence of saich furenciative said out the sainthary period of redespition, and such rents, issues and profits, when collected, may be explicit all advantages on the sainthary period of redespition, and such rents, issues and profits, when collected, may be explicated abeliance as well as after the State in passence or and, and if a require shall be appointed as a said in the indebtedness, costs, taxes, insurance or other issues necessary for the presention and processes or and, and if a require the property is an advantage of said premises, and if a require the said is a required to a said premises shall be collisined by the appointment or entry in possession of a receiver but he may also its beneficially which it may its tension, and no lease of said premises, there shall be allowed and included as an additional inclosivement in the passenger of the said premises of all the said premises of a said premises. There shall be allowed and included as an additional inclosivement in the passenger of the said premises. There is no commissions, our costs, possession and appears of the result in the passenger of the passenger of the passenger of the said premises. Sheriff's fees and commissions, our costs, possession in the passenger of the passen

H. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgages in harsby empurated in softent end section all condemnation which may be paid for any property taken or for damages to any property not taken and all condemnation computestion se received shall be forthwith applied by the Mortgages as it may elect, to the immediate reduction of the indebtedians secured hereby, or to the segmin and sustainabless of any property so damaged, provided that any excess over the amount of the indebtedians shall be delivered to the Mortgages or his assigness.

I. All easements, rents, issues and profits of said premises are pledged, areigned and transferred to the Mortgague or his assignee.

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I. All easements, rents, issues and profits of said property, c.; any part thereof, whicher said lease or agreements in the intention heroof (a) to pludge said rents, issues and profits on a partity with said read said said season and agreements and all the aveils througher with the right in case of defoult, either before are after breack.cree saids, to enter upon and take possession of, manage, maintain and operate said oranises, or any part thereof, make leases for terms descend (abvectaguese to it, terms and profits) as it may deem proper to enforce collection thereof, employ relating or future leases, collect said avails, rent; leave and profits, regardless of whose seried, and use mach measures whether lags it may deem proper to enforce collection thereof, employ relating or other employees, allow or report and promises and excessive therefore when it does necessary, purchase adequate fit, and antimode overage and other forms of mortgague promises and on the incomplete of the income relating responsible, compensation for itself, pay insure one premises, taxes and ansaessments, and the property of every burged of the income relating responsible, compensation for itself, pay insure one or remained, and ansaessments, and all expensation is all the summand the mental and than on the principle of the indexed chaoses hereby secured, before a first on the interest and than on the principle of the indexed chaoses hereby secured. Selected the premises and all the area and access thereby in a pay and any rent nor release any tenant from any obligation, at any time request, with proper assignments of secure and access to t

J. That each right, power and remedy herein conferred upon the Mortgages in completive of such sides right or remedy of the Martgages, whether hereis on by law conferred, and may be enforced concurrently therewith, that no weaver by the Mortgages of performance of any covenant hereis contented as not obligation secured hereby shall thereafter in any manner affect the right of Mortgages to raw, we as enforce performance of the same or any obligation secured hereis, that wherever the context hereof requires, the right of Mortgages have as each break, shall include the plural; that all rights and obligations under this Mortgage shall rights and obligations under this Mortgage shall rights and the feministrators, successors and assigns of the Mortgages, and the successors and assigns of the Mortgages shall rights and obligations as often as occasion therefore arises.

K. Except for any notice required under applicable law to be given in another manner, (e) any notice to Meth again provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Mortgages at the Property Address or at such other cuerces as Mortgages may designable by notice to Mortgages as provided herein, and (b) any notice to Mortgages shall be given by certified sail, esturn rectipite to marting as addressed stated herein or is such other address as Mortgages may designable to Mortgages as provided herein. Any notice to designable description of the Mortgages when sent in the meaner designated kerein.

i. This Mortgage shall be governed by the law of the State of Binote. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not offert other provisions of this Storigage or the Agreement which can be given effect with at the conflicting provision, and to this and the provisions of the Mortgage and the Agreement are declared to be severable.

M. In the event Mortgagors has corporation, trust, or corporate trust, such corporate trust, such corporation, or trust in those cause paralited by statuta, hereby waives any and all rights of retemption from sale under any judgment or decree of foreclosure of this mortgage, on its own behalf and behalf of each and every person, except decree or judgment creditors of such corporation, trust, or corporate trust acquiring any interest in or title to the premises subsequent to the date of this mortgage.

N. Upon payment of all sums secured to tgagor. Mortgages shall pay all costs of re	ly this Mortgage and i ermin ction of the Agreement, M scordetins, if any,	fortgages shall release this Mortgage without charge to Mac-
IN WITNESS WHEREOF, we have become	1	day of November . A.L. 1988
Anthony . Tantillo	- ISEAL) Cectr	it A Tantella (SAAL)
Anthony J. Tantillo	•••	
· · · · · · · · · · · · · · · · · · ·	(SEAL)	(\$EA1)
STATE OF ILLINOIS	DIANE E. BROCKHOFF	
COUNTY OF MCHENEY SS		to aforeseld, do hereby certify that
•	presently known to me to be the same persons w	gargerish est all of the fire set are not some or the fire garage.
yammanamany .		n and acknowledged that
" OFFICIAL SEAL " }	**	es IDEIC free and voluments and for the release and waver of all rights maker any boundaries, ex-
SDIANE E. BROCKHOFF & SNOTARY SUBLIC STATE OF ILLINOIS &	emption and valuation laws.	a description and the contract of the contract
NY COMMISSION EXPINES 12/5/90 \$		
And the second second second	1988 Minne E Phane	61.11

Notaes Public

UNOFFICIAL COPY

LOT 36 IN THE RESUBDIVISION RECORDED MAY 1, 1964 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19,115,962, OF LOTS 101 TO 144, BOTH INCLUSIVE, AND LOTS 100 (EXCEPT THE NORTH 47.0 FEET THEREOF) IN WITWICKI'S 2ND ADDITION TO GLEN EDEN ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 11 AND PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Alex No. 1.

OF COOK COUNTY CLERK'S OFFICE Which has the address of 8135 W. Rascher, Chicago, IL 60656

Permanent index No. 12-11-211-097

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