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89162275

Revolving Credit Loan Mortgage
(Ill. Rev. Stat. Chap. 17 Part. 67 P65)

MORTGAGE I, **Anthony James Mariano**, do hereby mortgage and warrant to Mellon Financial Services Corporation to secure the payment of amounts due under a **Revolving Loan Agreement** of this date which provides for advances to Mortgagor during a period not exceeding twenty years from the date of the Agreement, up to credit limit of \$25,000.00, by monthly or semi-monthly payments, with an adjustable monthly rate of interest equal to 1 1/2th of the Prime Rate as announced by the First National Bank of Chicago from time to time or as such bank should the First National Bank of Chicago stop announcing a Prime Rate, plus 2 1/2% per annum, less than the rate of interest of 12% of the following described real estate located in the state located in the city of **Wheaton**, County of **Cook**, State of **Illinois**.

117-00-1100-0155-2-FAVER PARK 99% EDITION OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RIVERDALE EAST OF THE TEEBIE PRINCIPAL MERIDIAN, IN **COOK COUNTY, ILLINOIS**

TAX ID # **MF17-10-407-000**

which has the address of **117-00-1100-0155-2-FAVER PARK 99% EDITION OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RIVERDALE EAST OF THE TEEBIE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**. I, **Anthony James Mariano**, do hereby release and waive all right, title and interest in and to the above described property, and in and to all rights therein.

FUTURE ADVANCES The mortgagor secures not only existing indebtedness but also future advances, whether such advances are obligatory or made at the option of the Mortgagor which shall have the priority of the original advance.

PRIOR MORTGAGES AND LIENS Mortgagor agrees to perform all obligations under any prior mortgage or lien.

HAZARD INSURANCE Mortgagor shall keep all improvements at any time existing on the property during the term of this mortgage insured against loss by fire and hazards in accordance with a "standard extended coverage" and such other hazards as Mortgagor may require with an insurance company acceptable to Mortgagor and which shall include a standard mortgagee's payable clause in favor of Mortgagor.

TAXES Mortgagor shall pay to trustee periodic charges all taxes and assessments against the described property.

PRESERVATION AND MAINTENANCE OF PROPERTY Mortgagor will keep the described property in good condition and will not commit waste or permit such property to deteriorate. If the property is used in a **condominium** or planned unit development, Mortgagor will perform all obligations under the declaration of condominium or plan of plat concerning the condominium or planned unit development.

NONPERFORMANCE BY MORTGAGOR If Mortgagor fails to perform any of the promises in this mortgage, then Mortgagor may do so. Mortgagor may add the amount so expended to the amount secured by this mortgage. If Mortgagor is in default under this mortgage or any prior mortgage or lien, Mortgagor may declare the Revolving Loan Agreement and this mortgage to be in default.

INSPECTION Mortgagor may inspect the described property at any reasonable time after notice given to Mortgagor.

CONDAMNATION Mortgagor agrees to Mortgagor the proceeds of any award or claim for damages in connection with any condemnation or other eminent domain proceeding affecting all or any part of the described property. Such proceeds will be applied to the debt secured by this mortgage and if the taking substantially impairs the value of the described property, Mortgagor may declare the Revolving Loan Agreement and this mortgage to be in default.

NONWAIVER Future losses, costs or expenses by Mortgagor, failure to exercise any right or remedy in the future. All rights and remedies under the mortgage and the Revolving Loan Agreement may be exercised separately or together and Mortgagor's choice of right or remedy does not waive other rights or remedies.

BINDING EFFECT ON ASSIGNEES AND ASSIGNS All successors and assigns of Mortgagor are bound by this Agreement for the benefit of Mortgagor, its successors and assigns.

SALE OF THE DESCRIBED PROPERTY PROHIBITED If Mortgagor sells or transfers any part of the described property to a person who is not obligated on the Revolving Loan Agreement, or if Mortgagor is a blind trust and there is a transfer or assignment of the beneficial interest in the land trust to a person not obligor under the Revolving Loan Agreement, without Mortgagor's prior written consent, Mortgagor may declare the Revolving Loan Agreement and this mortgage to be in default.

RELEASE On payment in full of amounts secured by this mortgage or reduction of the Credit Limit to \$5,000 or less, Mortgagor shall release this mortgage without cost to Mortgagor.

REMEDIES ON DEFAULT If Mortgagor is in default under the provisions of the Revolving Loan Agreement or this mortgage, Mortgagor may demand all amount due, before and including the date of default, and not received by Mortgagor. Mortgagor may foreclose on this mortgage and Mortgagor agrees to pay the amount so demanded, plus the judgment of a decree, all expenditures and expenses in connection with such foreclosure, maintenance and protection of the described property and maintenance of the heirs of this mortgage, including attorney fees and interest, on all such costs and expenses at the default interest rate.

NOTICES Unless otherwise required by law, notices shall be furnished by certified or registered mail to the address shown below or as otherwise designated by Mortgagor or Mortgagor from time to time and shall be effective when in the U.S. Mail.

SIGNED this **SEPT. 24th 1989** at **117-00-1100-0155-2-FAVER PARK 99% EDITION OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RIVERDALE EAST OF THE TEEBIE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

Anthony J. Mariano
Name **Anthony J. Mariano**

Street Address **117-00-1100-0155-2-FAVER PARK 99% EDITION OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RIVERDALE EAST OF THE TEEBIE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**City, State and Zip **Wheaton, IL 60187**

MORTGAGOR

STATE OF **ILLINOIS** }
COUNTY OF **COOK** }

I the undersigned Notary Public, and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Anthony J. Mariano**, personally known to me to be the same person whose name(s) are subscribed to the foregoing instrument, appeared before me this **27** day of **September**, 19**89**, and acknowledged that he signed, sealed and delivered the said instrument as **free and voluntary act**, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal on this

27 day of

Sept 27 1989
Anthony James Mariano
Notary Public

Mellon Financial Services Corporation

John C. Miller, Vice President
John C. Miller, Vice President

MORTGAGEE

This instrument Prepared by **John C. Miller, Vice President**
Commission expires **Aug 18, 1993**

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