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MORTGAGE

This Mortgage dated as of September 28th, 1990, is entered into between Douglas F. Capocci and Deborah A. Capocci, wife of (J) Douglas F. Capocci, 9233 W. 31st Street, Brookfield, Illinois 60089, whose address is 9233 W. 31st Street, Brookfield, Illinois

(\$5,000.00), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, which ever is less. This indebtedness is evidenced by the Agreement executed by Mortgagee which Agreement provides for monthly interest payments at the rate and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of the Mortgage. The Mortgagee will provide the Borrower with a final payment notice at least 30 days before the final payment must be made. The Agreement provides that loans may be repaid from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to the principal and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under this Mortgage, next to any unpaid interest, next to the principal amount outstanding under the Agreement, and then to accrued and unpaid interest. To receive the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, the payment of all other debts with interest thereon advanced in accordance herewith to protect the security of the Mortgage, and the performance of the covenants and agreements of the Mortgage and in the Agreement, the Mortgagee does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois, to wit:

Lots 2 and 3 in the resubdivision of lots 1 to 5 inclusive in block 66 in S. E. North half of the North West Quarter of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.



9233 W. 31st Street, Brookfield, Illinois

15-34-105-056

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected on the premises or placed thereon, including all appurtenances, equipment, fixtures or appurtenances, whether in single units or centrally controlled, used to supply heating, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by loans in customary or appropriate manner, window shades, storm doors and shutters, floor coverings, screen doors, in-door beds, washing, water heaters (all of which are intended to be used as a part of and real estate and which are physically attached thereto or not), and that together with all easements and profits of all tenements which are hereby pledged, assigned, transferred and not over unto the Mortgagee, whether now (to be provided hereinafter) and all of the foregoing, together with all real and personal estate (if this Mortgage is in a leasehold) are hereby referred to as the "Property". The Mortgagee is hereby obligated to the rights of all mortgages, lienholders and others paid off by the proceeds of the Agreement hereby secured. To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and said Mortgagee loans for the uses herein set forth, free from all right and benefit under the Homestead Exemption Laws of the State of Illinois, which said right and benefit said Mortgagee does hereby release and waive.

THE MORTGAGE COVENANTS

A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaching thereon all taxes, apartment taxes, special assessments, water charges, and sewer service charges, and all such items extended against the Property which a mortgagee is customarily deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against all risks of damage by fire, extended "coverage", and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until and until indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance shall remain in full force and effect until the Mortgagee is satisfied with the amount of the certificate of title, owner of any defective, any receiver or administrator, or any trustee in deed pursuant to foreclosure; and in case of loss under such policy, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereon, and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers and releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the reconstruction or the reconstruction of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until and until indebtedness is paid in full; (4) Immediately after the date of the recording of this Mortgage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless a Mortgagee election to apply on the indebtedness secured hereby for the proceeds of any insurance covering each destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-law, regulations, and covenants (collectively "covenants") governing the Property if the Mortgagee is on a condominium or a planned unit development; (8) To make, suffer or permit any subdivision of or any extension to the Property not to diminish the value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgage of premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee, any use of the Property for any purpose other than that for which it is now used; (11) Any alteration, addition, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon the Property; (12) Any purchase on conditional sale, lease or agreement under which title is reserved in the event of any appointment, future or equipment now or hereafter upon the Property; (13) Any mortgage, lien or interest in the Property, title or interest in and to the Property or any portion thereof including, but not limited to, the party or any portion thereof including, but not limited to, the party or any portion thereof.

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all indebtedness secured hereby to (paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

M. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 28th day of September, 1990.

X Douglas E. Capocci (SEALS)
X Deborah A. Capocci (SEALS)

(SEALS)

STATE OF ILLINOIS }
COUNTY OF } SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Douglas E. Capocci and Deborah A. Capocci, his wife (J) personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 28th day of September, 1990.

Notary Public

THIS INSTRUMENT PREPARED BY: COMMERCIAL NATIONAL BANK OF BERWYN
3322 South Oak Park Avenue
Berwyn, Illinois 60402
James A. Cairo
Assistant Secretary

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within a reasonable time any buildings or improvements now or at any time in process of erection upon the property... (12) To appear in and defend any proceeding in which it may be...

11. This mortgage and the agreement provide for additional loan which may be made at the option of the Mortgagee and secured by this mortgage and it is agreed that...

10. That if all or any part of the property, or any interest therein, or if the Mortgagee in a final trust, if all or any part of the beneficial interest in said trust is sold...

9. That upon the commencement of any foreclosure proceeding hereunder, the court in which the suit is filed may, at any time, either before or after sale, and without...

8. That in the event that the Mortgagee or any part thereof, in any foreclosure or in any sale, the Mortgagee or any part thereof, in any foreclosure or in any sale...

7. That time in the event hereof, and if default be made in performance of any covenant contained herein or in the Agreement, or in making any payment under the...

6. That if at any time the Mortgagee or any part thereof, in any foreclosure or in any sale, the Mortgagee or any part thereof, in any foreclosure or in any sale...

5. That if at any time the Mortgagee or any part thereof, in any foreclosure or in any sale, the Mortgagee or any part thereof, in any foreclosure or in any sale...

4. That if at any time the Mortgagee or any part thereof, in any foreclosure or in any sale, the Mortgagee or any part thereof, in any foreclosure or in any sale...

3. That if at any time the Mortgagee or any part thereof, in any foreclosure or in any sale, the Mortgagee or any part thereof, in any foreclosure or in any sale...

2. This mortgage and the agreement provide for additional loan which may be made at the option of the Mortgagee and secured by this mortgage and it is agreed that...

1. The Mortgagee and the Mortgagor hereby agree that the Mortgagee shall have the right to require the Mortgagor to pay to the Mortgagee from time to time...

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