UNOFFICIAL COPY

HOME EQUITY LINE OF CREDIT MORTGAGE

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<i>∠</i>	to CO hobiton the Mertiganor
\	This Home Equity Line of Credit Mortgage is made this 12th day of May 1990 between the Mortgagor 1990
0	This Home Equity Line of Credit Worldage is indeed the Control of
, ,	and the Mortgage CONMETCIAL INTIONAL BOTTLE
,	(herein "Lender"). WITNESSETH:
•	to 90 pursuant to which Borrowell may from and to time drift.
:	Statement (the "Agreement") dated [Md.y. 1.2.] 12,000.00
•	Statement (the "Agreement") dated May 12, 19 90 parasitation principal balance exceed \$ 12,000.00  1997 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 12,000.00  the ("Maximum Credit") plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the the ("Maximum Credit") plus interest. Interest on the sums borrowed pursuant to the Agreement and the terms of the Agreement, must be repaid by Agreement. All amounts borrowed under the Agreement plus interest thereon, unless due earlier under the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon, unless due earlier under the rate and at the times provided for in the Agreement.
	May 12. 1997 which is the last day of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period, and which is also referred to as the regarding the second of the Draw Period (second of the Draw Period).
	TO SECURE to Lendr. the upayment of the indebtedness incurred pursuant to the Mortgage, and the performance of the covenants and agreements of with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants are described in the security of the security of this Mortgage, and the performance of the covenants are described in the security of this Mortgage.
	County of Cook State of Illinois:
	n titteente Budlong
	Lot 1338 and Lot 133/ (except the West 5 feet) in William H. Britigan's Budlong
	Lot 1338 and Lot 1337 (except the West 5 Leet) in William in State of the North is of Woods Gold Club Addition Number 4, a Subdivision of that part of the North-
	Woods Gold Club Addition Number 4, a Subdivision of that party with the Northwest 4 of Section 12, Township 40 North, Range 13 East of the North the Northwest 4 of Section 12, Township 40 North Party District of Chicago (except the North
	the Northwest 4 of Section 12, Township 40 North, Range 13 hast the North easterly right of way line of the Sanitary District of Chicago (except the North easterly right of way line of the Sanitary District of County, Illinios
	easterly right of way ling of the Santary District County, Illinios 33 feet) East of the Third Principal Meridian, in Cook County, Illinios
	COOK COUNTY, ILLIMO"
	1997 11 21 14 11: 11 90236010
	1997 TV 21 14 II: 11 90234019
	Parmagnat Tax Number: 13-12-110-044
	Permanent Tax Number: 13-12-110-044
	which has the address of 2909 W. Rascher, Chicago, Illinois  (The "Property Address")
	TOGETHER with all the improvements now or hereafter erected on the property, and all easen and, rights, appurenances, rolls, loyalide, including replacements and gas rights and profits, water, water rights, and water stock, and all lixtures new or hereafter attache to the property, all of which, including replacements and gas rights and profits, water, water rights, and water stock, and all lixtures new or hereafter attache to the property and additions thereto, shall be deemed to be and romain a part of the property covered by this Mortgage; and recording to be deemed to be a leasehold; are bright referred to as the "Property".
	Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to moreover grain and convey the Froperty against all claims and domands, subject to ary more regard, declarations, easements of that Borrower will warrant and defend generally the title to the Property against all claims and domands, subject to ary more regard, easements of restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.
	Borrower and Lender covenant and agree as follows.
	Borrower and Lender covertain and agree as location.  1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest of the ir dichardness incurred pursuant.

to the Agreement, together with any fees and charges as provided in the Agreement

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of any lees and charges payable pursuant to the Agreement, then to any advance made by Lender first in payment of any lees and charges payable pursuant to the Agreement, and then to the principal amounts outstanding under the Agreement.

3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions att. b' lab to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property Borrower shall, upon request of Lender, promptly furnish to Lender, no apits evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by evidencing such payments. Borrower shall not be required to discharge any such lien so long as Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such poriods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverago required to pay the sums secured by this Mortgage and any other mortgage on the Property.

- 9 Borrower Not Released. Extension of the time for payment or modification of any other terms of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest
- 10 Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall mure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph to hereof All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 13 Notice. Except or any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by me ling such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender, as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as considered mail, return receipt requested to Lender's address

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payment due under the Agreement or change the amount of such payment Unluss Lender and Borrower otherwise agree in writing, any such application of proceeds to runcipal shall not extend or postpone the due date of any funding the Agreement of process to form that the Agreement of process to form that the Agreement of Francis in the Agreement of Fran

B. Condomnation. The proceeds of any award or claim for damagus, ar.sch.cr consequential, in connection with any condomnation or other taking the Property, the proceeds shall be applied to the sums secured by this Mortgagu, arith a excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Londer to Borrower and the sums to make an award or settle a daim for a full the Property is abandoned by Borrower, or if, after notice by Londer to Borrower and the settle a daim for a transfer and apply the proceeds, at the Property are the proceeds and apply the proceeds, and the Property are the proceeds, and the Property are the proceeds, and the Property are the proceeds and apply the proceeds, and the Property are the proceeds.

7 Inspection. Lender may make or cause to be made recisionally control property. Botrower notice prior to any such inspection specifical recision specificallying reasonable causes. "Realized to Lender's inferest in the Property.

Any amounts disbursed by Lender pursuant to this patherent and properties and contained in the parallel percona additional indebtedness of Borrower secured by this parallel bear interest from the date of disburser and to the mounts shall be payable upon notice from the Borrower requesting payable to make a shall bear interest from the date of disburser and in the mile payable from the payable from the parallel post interest from the date of disburser and in the mile and shall be payable to ourstanding principal under the Agreement Volume Cander to incur a any action historian date in the parallel product the Agreement Mayable to the payable to our shall be payable to be produced by the Agreement Mayable to the payable to the payable to be produced by the Payable to the payable to be produced by the Payable to the payable to be produced by the Payable to the payable to be produced to be payable to be produced by the Payable to the payable to be payable to be produced by the Payable to be payable to be produced to be payable to be produced by the Payable to be payable to be produced by the Payable to be produced by the Payable to be produced by the Payable to be payable to be produced by the Payable to be produced by the Payable to be payable to be produced by the Payable to be

6. Protection of Londer's Secrity. I Borrower lais to perform the coverants and agrouments contained in this Mordgage, or if any action or proceeding is communiced which materially after a materially after a materially after an articles and take such action as a necessary to protect Lender's interest photomorphic or decedent, insolvency, code onto, amont, or anningements or proceedings involving a bankrupt or decedent, then Lender's interest photomorphic or decedent, and make the such action as a necessary to protect Lender's interest interest.

and agreements of this Mortgage as if the new word a part hereof 5. Proservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good topair and Maintenance of property in good topair and chall compily with the provisions of any fease if the Property in good topair and chall be committed in a condominium of a planned unit development, Borrower shall perform all of Borrower shall be declaration or constraing or governing the condominium or planned unit development, the by-laws and regulations of the development in the development and constituent documents. It is condominium or planned unit development into the development into a constituent documents in a condominium or planned unit development into the development into an appropriate and appropriate appropriate and appropriate and appropriate and appropriate and appropriate appropriate and appropriate appropriate and appropria

Unless Lant' it et a Borrower othorwise agree in withing, any such application of proceeds to principal shall not extend or postpone the due date of any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or and interest of Borrower it and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is not economically leasurate and the security of this Mortgage would be impaired the insurance proceeds shall be applied to the sums secured by this Mortgage, with the security of this Mortgage would be impaired the insurance proceeds shall be applied to the sums secured by this Mortgage would be impaired the insurance proceeds shall be applied to the sums secured by this Mortgage would be impaired by some sums secured by the Mortgage would be impaired the insurance proceeds shall be applied to the sums secured by the Mortgage with the Property of Series to a call the Mortgage is an insurance proceed by the Mortgage.

All insurance policies and renewals thereof, shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all enewal notices and all receipts of paid premiums. In the evertic's acceptable to Lender, Borrower shall give promptly notice to the insurance cannot and Lender Lender may make proof of loss if not made promptly by Borrower.

The insurance eartier providing the Insurance shall be chosen by Borrower subject to approval by Lender; provided; that such approval shall be undersonably withheld. All premiums on insurance policies shall be paid in a timely manner.

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- 9. Borrower Not Released Extension of the time for payment or modification of any other terms of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or reluse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof
- 13. Notice. Except for my notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by malling such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address. Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrow. For Lender when given in the manner designated herein.
- 14. Governing Law; Severabit tv. 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 appir able law, such conflict shall not offect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and 'u this end the provisions of the Mortgage and the Agreement are declared to be severable
- Borrower's Copy. Borrower shall be turnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property. All of the indebtedries owed pursuant to the Agreement shall be immediately due and payable, if all, or any part of the Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest therein is sold, transferred or conveyed by Property or an interest the interest the property or an interest therein is sold, transferred or conveyed by Property or an interest the property of the property or an interest the property of the property of the property of
- 17. Revolving Credit Loan. This Mortgage is given to secure a myolving credit loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances e e o lightery or to be made at the option of the Lender, or otherwise, as are made within seven (7) years from the date hereof, to the same extent as if such letter advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and all rough there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness record hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is loc tod 1 to total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured 1 proby (including disbursements which the Londer may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time out an fing shall not exceed one hundred fifty per cent of the Maximum Mortgage, the Agreements (all such indebtedness being hereinafter referred to as the "maximum amount reciral hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxe. The Sessiments levied on the Property, to the extent of the maximum amount secured hereby. maximum amount secured hereby
- 18. Acceleration; Remedies. If Borrower engages in fraud or material misrepresentation in connection with this Mortgage or the Agreement, if Borrower fails to meet the repayment terms of the Mortgage or the Agreement, if Borrower does not not not with this Mortgage or the Agreement, if Borrower's action or inaction adversely affects the Property, or Lender's rights in the Property, Lender at Londer's Chion may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of Joreclosure, including, but not limited to reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.
- 19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hounder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or aband oment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any it is do of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage. It is Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to prymen of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reas not fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received

- 20. Release. Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage warpout charge to Borrower. Mortgagor shall pay all costs of recordation, if any
  - 21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

DEBOYAL DER Deborah Bertin

Graziano Bertini

## **UNOFFICIAL COPY**

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## HOME EQUITY LINE OF CREDIT MORTGAGE

		M 50 Gf	hetween the Mortgag	or
This Home Equity Line of Credit Morto	gage is made this <u>12th</u> day of	husband, in joint	t tenancy	
Deborah Bertini	and Graziano Bertini, ner COMMERCIAL NATIONAL BANK OF CHI	CAGO whose address is 48	300 N Western Ave , Chica	go, Illinois 60625
herein "Lender"). WIINESSEIR.	and into a COMMERCIAL NATIONAL B	BANK OF CHICAGO Home E	quity Line of Great Agreeme	lay 12,
	May 12, 19 90 pursuar which shall not in the aggregate outstand rest on the sums borrowed pursuant to the	ing principal palance exect o		rounded for in the
ne ("Maximum Credit ) plus illierest. Illie	which shall not in the aggregate outstandings on the sums borrowed pursuant to the horizontal plus interest thereon, un 997, which is the last day of the Draw P	lless due eather under the	terms of the right	ust be repaid by Period, as each of
hose terms is defined in the Agreem unit	he "Final Payment Date")			at all other sums
TO SECURE to Lender the repay with interest thereon, advanced in acror Borrower contained herein and in the Ag	ment of the indebtedness incurred pursual dance herewith to protect the security of een ont, Borrower does hereby mertgage,	nt to the Agreement, with int this Mortgage, and the perfo grant and convey to Lender	nmance of the covenants n the following described prop	nd agreements of city located in the
County of Cook	Strite of Illinois			
י ליטיוח לעלטל לעמיפרפור בים בחוג יק:			TOWAL BAWE OF	00 N. WESTER MMERCIAL NAT 47.2 -70
A Moteny Public	M ( 1/2 / 1/2) 1 1 2000	10 vib fit	esion expires stata  THE COLORS  THE STATE  THE STATE	GIVEN undor my hand KARIO KARI
	subscribed to the foregoing instru		to be the same person (s) where $\frac{y}{y}$	
	her husband, in joint ten			Depor
Jey	r said county and state, do hereby cortify t	ol bris in oildug yisiok is ,		USING
			SS	STATE ОF ILLINOI СОПИТУ ОР