92728390

James J. Orlando
Guadalupe Orlando
11311 Spring Creek Lane
Orland Park, IL 60462

MORTGAGOR
"I" includes each mortgagor above.

This instrument was prepared by
(Name) Marla Melsrick
(Address) 7549 W. 63rd St., Summit, Il 60501

Mail
Harris Bank Argo
7549 West 63rd Street
Summit, IL 60501

MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, James J. Orlando and Guadalupe Orlando, as joint tenants, mortgage and warrant to you to secure the payment of the secured debt described below, on September 19, 1992, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 11311 Spring Creek Lane (Street), Orland Park (City), Illinois 60462 (Zip Code)

LEGAL DESCRIPTION: Lot 37 in Spring Creek Estates, being a Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. Number: 27-18-205-011-0000

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located in Cook County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

☐

☒ **Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

☒ Revolving credit loan agreement dated September 19, 1992 with initial annual interest rate of 07.00 %. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on September 19, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: ---FORTY THOUSAND and NO/100--- Dollars ($ 40,000.00---), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

☒ **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

☐ Commercial ☐ Construction ☐

SIGNATURES:

James J. Orlando — James J. Orlando

Guadalupe Orlando — Guadalupe Orlando

ACKNOWLEDGMENT: STATE OF ILLINOIS, Will County ss:

The foregoing instrument was acknowledged before me this 19th day of September, 1992 by James J. Orlando and Guadalupe Orlando, as joint tenants

Corporate or Partnership Acknowledgment: (Title(s)) of (Name of Corporation or Partnership) a on behalf of the corporation or partnership.

My commission expires: (Seal)

"OFFICIAL SEAL"
JOYCE R. LIETZ
Notary Public, State of Illinois
My Commission Expires 8-1-95

Joyce R. Lietz (Notary Public)

ILLINOIS

BOX 333

73-86-206 OF

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RETURN TO:
HARRIS BANK ARGO
7549 W. 63rd ST.
SUMMIT, ILLINOIS 60501

COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. *Unless we agree otherwise*, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not *reduce or excuse* any subsequently scheduled payment until the secured debt is *paid in full*.

2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. *You may require me to* assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as *loss payee or as the insured* on any such insurance policy. *Any insurance proceeds* may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for *as long as you require*.

4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.

5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants *in* this *mortgage* or in any obligation secured by this mortgage. *Attorneys' fees* include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants *under this mortgage*, any prior mortgage or any obligation secured by *this mortgage*, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

7. **Assignment of Rents and Profits.** I assign to you *the rents and profits of the property. Unless we have agreed otherwise* in writing, I may collect *and retain the rents* as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be *applied first to the costs of managing the property*, including court costs and attorneys' fees, *commissions* to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on *the secured* debt as provided in Covenant 1.

8. ***Waiver of Homestead.*** *I hereby waive all right of homestead exemption in the property.*

9. **Leaseholds; Condominiums; *Planned Unit Developments.*** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, *by-laws, or regulations* of the condominium or planned unit development.

10. ***Authority of Mortgagee to Perform for Mortgagor.*** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction *on the property* is discontinued or not carried on in a reasonable manner, *you may do* whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or *this mortgage*.

Any amounts paid by you to protect your security interest will be secured by this mortgage. *Such amounts will be due on demand and will bear interest from the date of the payment until paid in full* at the interest rate in effect on the secured debt.

11. **Inspection.** *You may enter the property* to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. **Condemnation.** I assign to you the proceeds of any award or claim for damages *connected with a condemnation or other taking of all or any part of* the property. *Such proceeds* will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. **Waiver.** By *exercising* any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it *happens again*.

14. **Joint and Several Liability; Co-signers; *Successors and Assigns Bound.*** *All duties under this mortgage are joint and several.* If I co-sign this *mortgage* but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make *any other changes* in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing *it* by *certified mail addressed to me* at the Property Address or any other address that *I tell you. I will give any* notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any *interest in it* is sold or transferred without your prior written consent, *you may demand* immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, *you may not demand payment in the above* situations if it is prohibited by *federal law* as of the date of this mortgage.

17. **Release.** When I *have paid the secured* debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

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BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-IL