

Open End Credit REAL ESTATE MORTGAGE (Not for Purchase Money)

MORTGAGE DATE
March 13, 1992

CONSIDERATION AND GRANT OF MORTGAGE

This mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Home Equity Line of Credit Account Contract ("Account"), Mortgagee is obligated to make future advances on a continuing basis, for five (5) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and all buildings and fixtures.

PROPERTY DESCRIPTION

Lot 45 in Laguna Woods, being a Subdivision of the South 1/2 of the West 1/2 of the North West 1/4 of Section 1, Township 36 North, Range 12 East of the Third Principal Meridian, (Except that part taken for 80th Avenue) in Cook County, Illinois.

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PIN: 27-01-102-005-0000

Commonly known as: 13727 80th Avenue
Orland Park, Illinois 60462

MORTGAGOR(S)		MORTGAGEE	
NAME(S) Ralph Medica and Donna Medica, his wife		NAME(S) Jefferson State Bank	
ADDRESS 13727 80th Avenue		ADDRESS 5301 W. Lawrence Avenue	
CITY Orland Park		CITY Chicago	
COUNTY Cook	STATE Illinois	COUNTY Cook	STATE Illinois

PRINCIPAL AMOUNT

--SEVENTY FIVE THOUSAND AND 00/100----- \$ 75,000.00

COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.

COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, or the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes

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INSPECTION. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or deterioration of the Property, and shall fully and promptly 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 planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituting documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

Mortgage immediately prior to such sale or acquisition. If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Lender to the extent of the sums by this Mortgage.

secured by this Mortgage. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within thirty (30) calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the Property or to the sums any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice. If the Property is abandoned by Borrower, and Lender is hereby irrevocably authorized to do any of the above, such application or release shall not cure or waive reconstruing the Property, and Lender may determine to be released to Borrower for use in repairing or incurred by Lender and Borrower in this connection) and in such order as Lender may determine to be released to Borrower for use in repairing or applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier, and Lender. Lender may make proof of loss if not made promptly calendar days after issuance.

Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If mortgage clause in favor of and in a form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof, subject to the not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall to satisfy the coinsurance requirement contained in the insurance policy.

outstanding amount of any obligation secured in part by this Mortgage, but in no event shall such amounts be less than the amount necessary equal to the lesser of (A) the maximum insured value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount loss by fire, hazards included within the term "extended coverage", and such other hazards (collectively referred to as "Hazards") as Lender may **HAZARD INSURANCE.** Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against Mortgage.

paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under by Lender to Borrower requesting payment thereof.

rents as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, insurance premiums and ground rents, together with the future monthly installments of Funds payable prior to the due dates of taxes, If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender if Lender is such an institution. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium

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NOTICES. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it to, or by mailing such notice by registered or certified mail addressed to, Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) at the Property Address or at such other address as Borrower (or Borrower's successors, heirs, legatees, devisees and assigns) may designate by written notice to Lender as provided herein; and (b) any notice to Lender shall be given by registered or certified mail to Lender at 5301 W. Lawrence Ave., Chicago, IL 60630, Attention: Loan Department, or to such other address as Lender may designate by written notice to Borrower (or to Borrower's successors, heirs, legatees, devisees and assigns which have provided Lender with written notice of their existence and address) as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given on the date hand delivery is actually made or the date notice is deposited into the U.S. mail system as registered or certified mail addressed as provided in this paragraph.

GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. If any provision of this Mortgage shall be adjudged invalid, illegal, or unenforceable by any court, such provision shall be deemed stricken from this Mortgage and the balance of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

DUE ON SALE. In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.

PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.

FORECLOSURE AND SALE. In the event the Mortgagor(s) defaults on the payment of any indebtedness secured by this Mortgage or commits any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amount Due, the Mortgagee may proceed to foreclose under the Mortgage Foreclosure Law for the State of Illinois or under any other statutory procedure for foreclosure of a mortgage. The Mortgagor(s) hereby waives and releases all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

TRUSTEE EXCULPATION. If this Mortgage is executed by a Trust, Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

ADDITIONAL PROVISIONS

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BOX 333 - TH

To Record Please Call: Great Lakes Business Forms, Inc.
USA 1-800-253-0209 □ MI 1-800-358-2843 □ FAX (616) 791-1131

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Drafted By: Erwin C. Mikesell, Asst. Vice Pres.
Jefferson State Bank
Address: 5301 W. Lawrence Avenue
Chicago, Illinois 60630
City & State: Chicago, Illinois 60630

When Recorded Return To:
JEFFERSON STATE BANK
5301 W. LAWRENCE AVENUE
CHICAGO, ILLINOIS 60630

Notary Public

Commission expires:

Given under my hand and official seal, this _____ day of _____, 1992

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, and Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

92169329

ATTEST:
Its _____ (Title)
County of _____
State of Illinois
)
) SS:
)
By: _____ Its _____
not personally but solely as trustee as aforesaid

IF BORROWER IS A TRUST:

Given under my hand and official seal, this 13th day of March 1992
Margaret A. Shortwell
Notary Public, State of Illinois
My Commission Expires Feb. 11, 1996
Ralph Medica and Donna Medica
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

INDIVIDUAL BORROWER
Ralph Medica
Date: 3-13-92
INDIVIDUAL BORROWER
Donna Medica
Date: 3-13-92
COUNTY OF _____
State of Illinois
)
) SS:
)
INDIVIDUAL BORROWER
Date: _____
INDIVIDUAL BORROWER
Date: 3-13-92

IF BORROWER IS AN INDIVIDUAL(S):