

APPLICATION NO. 4433
DOCUMENT NO. 3674263
MAY 24 1989

VOLUME 292 PAGE 21
CERTIFICATE NO. 1481420
OWNER ROBERT J. SANTOSTEFANO

Box 97 93231811

CERTIFICATE OF TITLE

DEPT-11 RECORD.T #23.00
#0011 TRAN 9029 03/30/93 12:44:00
#9902 * -93-231811
COOK COUNTY RECORDER

Date Of First Registration JANUARY TWENTY FIFTH (25th), 1924

TRANSFERRED FROM 1276060
CERTIFICATE NO. 4-P
CARD: SOBILLY BRAUN

STATE OF ILLINOIS }
COOK COUNTY } S.S.

I Harry "Bis" Yourell Registrar of Titles in and for said County, in the State aforesaid, do hereby certify that

ROBERT J. SANTOSTEFANO
(Married to Liboria N. Santostefano)

of the VILLAGE OF FLOSSMOOR County of COOK and State of ILLINOIS
is the owner of an estate in fee simple, in the following described land situated in the County of Cook and State of Illinois.

DESCRIPTION OF LAND

LOT FOUR (4)

In Chestnut Hill Unit No. 1, being a Subdivision of part of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 11, Township 35 North, Range 13, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on October 1, 1975, as Document Number 2812629.

Pin # 31-11-220 - 002

32828811

Subject to the Estates, Easements, Incumbrances and Charges noted on the following memorials page of this Certificate.

Witness My hand and Official Seal

this FIFTEENTH (15th) day of FEBRUARY 1989 H. G.

Registrar of Titles, Cook County, Illinois.

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MEMORIALS

OF ESTATES, EASEMENTS, INCUMBRANCES AND CHARGES ON THE LAND.

DOCUMENT NO.	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR-MONTH-DAY-HOUR	SIGNATURE OF REGISTRAR
251761-37 In Duplicate	Subject to General Taxes levied in the year 1987. Grant in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, their respective successors and assigns, of utility easements, etc., over part of foregoing premises and other property more particularly described herein. For particulars see Document.			<i>Carol Mosley-Jones</i>
3799382 In Duplicate	Declaration by American National Bank and Trust Company of Chicago, as Trustee, Trust No. 12647, subjecting foregoing premises and other property, to the covenants, conditions, restrictions, charges and liens and to the rights of the Association, herein called Chestnut Hill Association, Inc., a not-for-profit corporation, etc., as herein set forth; also contains provision to subject additional property of Proposed Development Area to said Declaration. For particulars see Document. (Exhibit "A" attached).	Mar. 19, 1975	2:17PM	<i>Carol Mosley-Jones</i>
2312428 In Duplicate	Supplemental Declaration by American National Bank and Trust Company of Chicago, Trustee, Trust No. 12647, subjecting Lots 1 to 49 in Chestnut Hill Unit 1, to the terms and conditions of Declaration registered as Document Number 2312428, as herein set forth. For particulars see Document.	Sept. 10, 1975	Oct. 1, 1975 12:11PM	<i>Carol Mosley-Jones</i>
2812430 In Duplicate	Mortgage from Joel M. Bell and Elyse K. Bell, to South Suburban Federal Savings and Loan Association, a corporation of the United States of America, to secure their note in the sum of \$55,000.00, payable as therein stated. For particulars see Document.	Sept. 19, 1975	Oct. 1, 1975 12:11PM	<i>Carol Mosley-Jones</i>
2916211 In Duplicate	Mortgage's Duplicate Certificate 533915 issued 5-2-77 on Mortgage No. 36211. Amended Declaration by American National Bank and Trust Company of Chicago, Trustee, Trust Number 12647, amending Declaration registered as Document Number 2512428 by subjecting parcels "A" and "B" in Chestnut Hill Association, more particularly described on Exhibit "A" attached hereto, to the covenants, conditions, restrictions, charges and liens, etc., upon the written consent of 90% of the Owners in Parcel A, as herein set forth. For particulars see Document.	Mar. 28, 1977	May 3, 1977 11:57PM	<i>Carol Mosley-Jones</i>
3181214	Declaration of Consent by Unit Owners for Chestnut Hill Association, Inc., authorizing Amended Declaration registered as Document Number 3131334 to be placed of record. For particulars see Document. (Exhibit A attached).	Oct. 2, 1980	Oct. 6, 1980 3:37PM	<i>Carol Mosley-Jones</i>
3203161 In Duplicate	Mortgage from Joel M. Bell and Elyse K. Bell, to City Consumer Services, Inc., a corporation of the State of New Jersey, to secure note in the sum of \$22,000.00, payable as therein stated. For particulars see Document. (Rider attached).		March 29, 1981 10:36AM	<i>Carol Mosley-Jones</i>
3303748 In Duplicate	Trust Deed from Joel M. Bell and Elyse K. Bell, to Harris Trust and Savings Bank, an Illinois banking corporation, as Trustee, to secure note in the sum of \$150,000.00, payable as therein stated. For particulars see Document.	Mar. 21, 1986	Mar. 26, 1986 11:31AM	<i>Carol Mosley-Jones</i>
3510759	Mortgage's Duplicate Certificate 712741 issued 7-10-86 on Trust Deed 3510759. Mortgage from Robert J. Santostefano, to WestAmerica Mortgage Company, A Colorado Corporation, to secure note in the sum of \$77,600.00, payable as therein stated. For particulars see Document. (Rider attached).	June 27, 1986	July 14, 1986 2:35PM	<i>Carol Mosley-Jones</i>
3674280 251761-33	General Taxes for the year 1987. Subject to General Taxes levied in the year 1988. Assignment from WestAmerica Mortgage Company, of Colorado, to Federal Home Loan Mortgage Corporation of Texas, of Mortgage and Note registered as Document Number 3674284. For particulars see Document. (Legal description as Exhibit "A" attached herewith).	Dec. 11, 1987	Dec. 15, 1987 9:53AM	<i>Carol Mosley-Jones</i>
3689709 251761-38	General Taxes for the year 1987. 1st Inst. paid, 2nd Inst. not paid. Subject to General Taxes levied in the year 1988. Trust Deed from Robert J. Santostefano, to Oscar B. Santostefano, Sr. and Angelina E. Santostefano, as Trustees, to secure note in the sum of \$35,000.00, payable as therein stated. For particulars see Document.	Dec. 30, 1987	Feb. 25, 1988 2:29PM	<i>Carol Mosley-Jones</i>
3700513	Subject to Homestead of Robert J. Santostefano.	Dec. 17, 1987	Apr. 15, 1988 2:07PM	<i>Carol Mosley-Jones</i>
251761-91 In Duplicate	General Taxes for the year 1990 1st Inst. Paid and Not Paid. Subject to General Taxes Levied in the year 1991. Release Deed in favor of Joel M. Bell and Elyse K. Bell. Release Document Number 2936211. (Legal Description Attached).			<i>Carol Mosley-Jones</i>
3988455 In Duplicate	Release Deed in favor of Joel M. Bell and Elyse K. Bell. Release Document Number 3503748.		August 16, 1991 11:44 AM	<i>Carol Mosley-Jones</i>
3988456 In Duplicate	Release Deed in favor of Robert J. Santostefano. Release Document Number 3700811.		August 16, 1991 11:44 AM	<i>Carol Mosley-Jones</i>
3988457			August 16, 1991 11:44 AM	<i>Carol Mosley-Jones</i>

3 Reels 34 8845557 8-16-91

SECRET

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commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds of the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have the property maintained. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

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Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Credit Agreement shall be construed as creating any liability on the part of Grantor personally to pay the Credit Agreement or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Credit Agreement and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Credit Agreement and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Credit Agreement and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Credit Agreement.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR: **BANK OF HOMEWOOD**
AS SUCCESSOR TRUSTEE
COMMUNITY BANK OF HOMEWOOD FLOSSMOOR UT/ATD 08-30-79 # 75125

By: *Julie J. Magg*
Julie J. Magg, Assistant Trust Officer
By: *Richard C. Lindeman*
Richard C. Lindeman, Senior Vice President

90221803

This Mortgage prepared by: **BEVERLY BANK MATTESON**
4350 LINCOLN HWY
MATTESON, ILLINOIS 60443
LYNNE TUMEY

County Clerk's Office

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
) 88
COUNTY OF Cook)

On this 22nd day of March, 19 93, before me, the undersigned Notary Public, personally appeared Julie L. Magyio, Asst Trust Officer and Richard G. Hindeman, Sr Vice President of COMMUNITY BANK OF HOMEWOOD FLOSSMOOR UT/A/DTD and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

Mary M. Kinsella Residing at 2034 Ridge Rd, Homewood, IL
Notary Public in and for the State of Illinois My commission expires 6/18/95

NOTARIAL SEAL
MARY M. KINSELLA
NOTARY PUBLIC, STATE OF ILL.
MY COMMISSION EXPIRES 6/18/95

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* R DEPT-33 RECORD.1
* 140011 TRAN 9025 03/30/93 12:32:00
* #9894 * -93-231803
* COOK COUNTY RECORDER