

This instrument prepared by:

Joseph R Liptak
6261 W. CIRCUIT
BERWYN, IL 60402

UNOFFICIAL COPY

MAIL TO

94734456

(Space Above This Line For Recording Data)

LOAN NO. 011370564

DATE: AUGUST 11, 1994

MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.

THIS MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT LOAN (herein "Mortgage") is made by and among ANTONIO CASTELLANOS AND MARTA RAMOS N/K/A MARTA G and (strike if title is not held in an Illinois Land Trust) | CASTELLANOS, HIS WIFE and (strike if title is not held in an Illinois Land Trust) | (the "Trustee"), not personally but as Trustee under a Trust Agreement dated _____ and known as Trust No. _____ | (herein each of ANTONIO CASTELLANOS, MARTA G CASTELLANOS and the Trustee, if any, are individually and collectively and severally referred to as "Borrower") and ST. PAUL FEDERAL BANK FOR SAVINGS, whose address is 6700 W. North Avenue, Chicago, Illinois 60636 (herein "Lender").

In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located in the TOWN of CICERO, County of COOK State of Illinois:

LOT 4 IN BLOCK 15 IN PARKHOLME, BEING A SUBDIVISION OF BLOCKS 14 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
P.T.N. #16-21-414-024

DEPT-01 RECORDING \$27.50
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64244 • CG -94-734456
COOK COUNTY RECORDER

which has the address of 1806 S 48 CT, CICERO IL 60650 (herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (save however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 10,000.00 (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if not sooner paid or required to be paid, due and payable on 09/01/04; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants

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Αριστοφάνης ο Αθηναίος

Все эти факторы, включая генетическую предрасположенность, являются важными факторами риска для развития болезни Альцгеймера.

Any such claim, if it is to be successful, must rest upon the property to make the particular claimant a member of the community.

“Protección de datos de carácter personal” se refiere a los datos que identifican y distinguen a una persona física.

For more information about the journal please go to the journal website at www.elsevier.com/locate/jcp

¹ The author would like to thank Dr. Michael J. Lafferty for his valuable comments on an earlier version of this paper.

2012, the first year of the study, the mean age of the participants was 30 years old, and the mean age increased to 32 years old by 2013. The mean age of the participants in the control group was 30 years old in both 2012 and 2013.

I guess I am a bit of a purist when it comes to wine and I suppose that is why I have a hard time understanding the whole concept of "natural" wine. I mean, I understand what it means to be natural, but I don't understand how it can be applied to wine.

All information provided herein is confidential and may not be disclosed to third parties without prior written consent of the company.

The information contained in this document is provided for the internal use of the institution and shall be destroyed by the borrower subject to application by the lending institution, unless otherwise specified, for the duration of the period of the award period. All demands for repayment of the loan or other obligations shall be made in writing.

2. Shared liability: Borrower shall keep the right to claim a portion of the property insured

4. **Chargé de l'ordre du jour et préparation des réunions**: faire partie d'un comité de pilotage au sein de la plateforme, assurer la préparation des réunions et leur suivi.

3. Application of the applicable law provides otherwise, the agreements referred to by clause under the Note and this Note may be subject to the laws of any other jurisdiction of which the parties are citizens or residents, or the laws of any other jurisdiction of which the parties have their principal place of business, or the laws of any other jurisdiction of which the parties have their principal place of residence, and clauses purporting to limit the application of such laws to the Note, shall not prevail.

Under the new rules, a fund manager will be required to publish a detailed statement of its assets and liabilities quarterly, and provide a detailed financial report annually.

The amount of the principal and interest payments shall exceed the amount required to pay the excess amount due on the note. The amount of the principal and interest payments shall exceed the amount required to pay the excess amount due on the note.

agencies (including foundations and corporations) and individuals and organizations that are anxious to give their services, time, money or equipment to help the Fund in its work.

The findings still held in an institution like *Geocounts*, of which *are instructed or Rautenbechel by a federal officer* was the title of the first issue.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, or to the terms of any insurance policies, the trustee or escrow agent may disburse funds held in trust for taxes and insurance on behalf of the mortgagors.

GOVERNANCE, BORROWER AND LENDER GOVERNMENT AND AGREEMENT AS FOLLOWS:

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9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note 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.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note 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 fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. 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.

13. 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 19 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.

14. Notice. Except for 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 delivering it to the Property or by mailing such notice by ordinary 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 registered or 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 provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower on the date it is delivered to the Property's address or the date such notice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.

15. Actual Knowledge. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

16. Governing Law; Severability. 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 Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

18. Events of Default; Remedies (Including Freezing the Line).

a. Events of Defaults. Set forth below is a list of events which will constitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted material information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower or any maker or guarantor of the Note; (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrowers and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrowers obligations generally as they become due; (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrances which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Note; or whose lien has or appears to have any priority over the lien created by this Mortgage; or whose lien is or appears to be secured by the Property or on which this Mortgage is a lien; or any of Borrower's other creditors attempts to (or actually does) seize or obtain a writ of attachment against the Property; (9) Borrower fails to keep any other covenant contained in this Mortgage and the Note not otherwise specified in this Section.

b. Remedies (Including Freezing the Line). Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.

19. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Revolving Line of Credit Loan. This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future 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 although 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 secured hereby,

94731456

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Nearby public communication experience

1. The undersigned, a citizen of the State of [State], to the State of [State] to the following effect:

[Preamble of the instrument]

2. The undersigned, a citizen of the State of [State], to the State of [State] to the following effect:

[Preamble of the instrument]

THE BORROWER IS ALSO A TRUSTEE		OFFICIAL SEAL		NANCY KOLQUIZ		NOTARY PUBLIC, STATE OF UTAH		NEW COMMISSION EXPIRES 8/17/97		not personally but solely as trustee as aforesaid		ATTACH			
						Dk		Yes				State of Illinois		County of DuPage	
												SS		SS	

Noblesville Public Library
18/1/18 7-1227-144
STATION OF LIBRARIES COUNTY OF SS
COURT OF COMMON PLEAS

1. The undersigned, a Notary Public in and for said County in the State aforesaid, do HEREBY CERTIFY that
per sonably known to me to be the same person whom I was a subscriber to 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, intending the same to be and willing of the right of him or her
thereunder to bind and obligate said claim.

24. **TRUSTEE'S EXERCISE OF POWERS.** The trustee may exercise any right or power of处分权 (shenqianquan) under the terms of the trust, and it is expressly understood that nothing contained in the instrument of creation of the trust shall be construed or construed as creating any liability on the trustee personally or under any contract or agreement entered into by the trustee in his or her individual capacity.

22. Relative Lessor's right upon payment of all sums secured by this Mortgag[e] and termination of the revolving credit line under the Note Lender shall release this Mortgag[e] without charge to Borrower.

exempting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

mechanisms future advances, from the time of filing for record in the recorder's office of the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the amount of indebtedness secured hereby for recording purposes, from the time of filing for record in the recorder's office of the county in which the property is located, plus interest on such indebtedness made for payment of taxes, special assessments or maximum amount secured hereby).