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DEPT-01 RECORDING \$27.50
T00012 TRAN 2556 09/27/94 13108100
\$5604 SK 94-837782
COOK COUNTY RECORDER

94837782

Space Above This Line For Recording Data

MORTGAGE

(OPEN END CREDIT - FUTURE ADVANCES SECURED)

THIS MORTGAGE ("Security Instrument") is given on ***SEPTEMBER 2, 1994***

19 The mortgagor is ***MICHAEL A. NATALI AND JACQUELINE E. NATALI, HUSBAND AND WIFE***
("Borrower"). This Security Instrument is given to ***BENSENVILLE
COMMUNITY CREDIT UNION***, which is organized and existing
under the laws of ***ILLINOIS***

BENSENVILLE, IL. 60106*** ("Lender").
Borrower has entered into an open-end Credit Line Account Agreement with Lender as of the 2nd day of
SEPTEMBER 19 94, under the terms of which the Borrower will, from time to time, obtain loan advances not to
exceed, at any time, an aggregate "outstanding unpaid indebtedness" (as defined therein) of ***THIRTY-FIVE THOUSAND***
Dollars (U.S. \$ 35,000.00) ("Credit Line"). This Credit Line provides for monthly payments,
with the full debt, if not paid earlier, due and payable on SEPTEMBER 2, 2009***.
This Security Instrument secures to Lender: (a) the repayment of the debt under the Credit Line, with interest and all
renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and Credit Line. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the
following described property located in

***LOT 3118 IN WOODLAND HEIGHTS, UNIT 7, BEING A SUBDIVISION
IN SECTIONS 25 AND 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE
RECORDERS OFFICE MARCH 8, 1963 AS DOCUMENT 18737476, IN COOK COUNTY,
ILLINOIS.***

PIN#: 06-25-108-025

which has the address of 821 ORIOLE DRIVE

(Street)

Illinois

60107

("Property Address"):

(Zip Code)

STREAMWOOD

(City)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter
a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is
referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record;
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Barronover; in the event of a partial taking of the property, unless Barronover and Lender otherwise agree in writing, the sums secured by this security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the ratio of the sums received before the taking, divided by the fair market value of the property before the taking; (b) the ratio of the proceeds to the property.

7. Condemnation, The proceeds of any award or damages payable in respect of injury to the vessel or her cargo shall be paid to the claimant.

In accordance with the requirements of Article 13(1) of Directive 2004/108/EC, the following information is provided:

If I underwrite required insurance as a condition of making the loan secured by this Security Instrument, I shall pay the premiums required to maintain the insurance in effect until such time as the premium for the

Under this paragraph 3, I understand debts need to do so.

5. Protection of Landlord's Rights in the Property: Without prejudice to the covenants and agreements contained in this Security instrument, or where it is a legal procedure, it is further ordered that any affidavit or statement made by a tenant in his/her defense shall not affect the rights of the landlord, paying reasonable attorney fees and expenses on the property to make repairs. At the same time, a landlord may take action to protect the value of the property and landlord's rights in the property, including

4. Preservation and Maintenance of Property: Lessor's tortorwre shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and lessor shall not merge unless under agrees to the merger in writing.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount of \$15,000.
Postpone the due date of the monthly payments otherwise due or change the amount of the payments, if under pressure from the property is acquired by Lender Borrower's right to any insurance policies and proceeds resulting from damage to or the premises prior to the acquisition shall pass to Lender in the event of the sums secured by this Security Instrument prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument.

This lessor and lessee agree in writing, insurance proceeds shall be applied to restoration or replacement of the property damaged, if the restoration or repair is economically feasible and lessee's security is not lessened, if the lessor is not entitled to the security, lessor may use the proceeds to repair or restore the property or to settle a claim, lessor may collect the insurance proceeds, lessor may use the proceeds to repair or restore the property or to pay sums secured by this Security instrument, whether or not then due, The 30-day period will begin when the notice is given.

All instances of policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause under which to hold the policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums, and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurer and Lender, trustee, and make proof of loss if not made promptly by Borrower.

3. Hazardous Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The insurance shall be noncancelable in the amounts and for the periods that Lender requires. The insurance certificate provided by the insurance shall be chosen by Lender, approved which shall not be unreasonably withheld.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) amends in writing to the payee of the obligation secured by the lien in manner acceptable to Lender (b) conveys in good faith the lien by, or delegates against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to frustrate the lien by, or defeats any action to collect on the debt due under the note.

1. Payment of Principal and Interest; Prepayment and Late Charges: Borrower shall promptly pay when due the principal of and interest on debt owed under the Credit Line and any prepayment and late charges due under the Credit Line.

2. Charges: Luns, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may affect this Security Instrument, and leasehold payments or ground rents, if any. At Lender's request, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

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make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

8. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payments or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but is not personally liable under the Credit Line: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Credit Line without that Borrower's consent.

10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Credit Line or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Credit Line.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Properly Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Credit Line conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Credit Line which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Credit Line are declared to be severable.

13. Borrower's Copy. Borrower shall be given one conformed copy of the Credit Line and of this Security Instrument.

14. Transfer of the 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 if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, such sale or transfer shall represent an action by Borrower which adversely affects Lender's interest in its collateral, and Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Credit Line had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Credit Line, which default permits Lender to terminate the Credit Line and accelerate the payment of the then unpaid balance owed. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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Original Deed from Lender to Borrower

W.A. BRODRICK
212 S. MAIN ST.
MELVIN, IL 60087
08/09/00 (1009)

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RENSSELAER, IL, 60106

23 S. CENTRE STREET

RENSSELAER COMMUNITY CREDIT UNION

When recorded return to:

(Name)

RENSSELAER, IL, 60106

23 S. CENTRE ST.

DANIEL J. SCHULZ

This instrument was prepared by:

Given under my hand and official seal, this 2nd day of September, 1994

delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth,
and described to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and
, personally known to me to be the same person(s) whose name(s)

do hereby certify that MICHAEL A. NATALI AND JACQUELINE E. NATALI
, Notary Public in and for said county and state,

County of:

STATE OF ILLINOIS.

1. ROGER S. PETERS

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

Instrument.

19. Waiver of Homestead, Borrower waives all right of homestead exception in the Property.

advances being remitted, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordedation costs.

18. Release. Upon payment of all sums secured by this Security instrument and Borrowers ability to obtain future

of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's

goods and reasonable attorney fees, and then to the sum secured by this Security instrument.

Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs

appomed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

17. Lender in Possession. Upon acceleration under paragraph 16 or abandonment of the Property and at any time

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