

MORTGAGE
This Mortgage dated as of March 21, 1994, is made between Jane T. LoBianco and Shirley A. LoBianco, his wife (J), whose address is 3604 S. 59th Ave, Cicero, Ill. 60650.

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(the "Mortgagor") and COMMERCIAL NATIONAL BANK OF BETTWN 3222 S. Oak Park Ave., Bellwyn, IL 60402, a national banking association, (the "Mortgagee").

Whereas, the Mortgagor is indebted to the Mortgagee in the principal sum of TWENTY THOUSAND DOLLARS AND NO/100ths## Dollars (\$ 20,000.00), or the aggregate unpaid amount of all loans made by the Mortgagee pursuant to that certain Home Equity Revolving Line of Credit Agreement (the "Agreement") of even date herewith, which ver is less. This indebtedness is evidenced by the Agreement executed by Mortgagor which Agreement provides for monthly interest payments at the rates and at the times provided for in the Agreement, with the full indebtedness, plus interest thereon, if not paid earlier, due and payable on demand after five (5) years from the date of this Mortgage. The Mortgagee will provide the Mortgagor with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than twenty (20) years from the date hereof) not to exceed the above stated maximum loan amount outstanding at any one time. All future loans will have the same priority as the original loan.

All payments received by Mortgagee under the Agreement shall be applied first to fees and charges payable pursuant to the Agreement, next to any amounts advanced by the Mortgagee under this Mortgage, next to any billed and unpaid interest, next to the principal amounts outstanding under the Agreement, and then to accrued and unbilled interest.

To secure the payment of the indebtedness incurred pursuant to the Agreement with interest thereon, 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 this Mortgage and in the Agreement, the Mortgagor does hereby mortgage, warrant, grant and convey to the Mortgagee the following described real estate located in the County of Cook, State of Illinois, to wit:

Lot 226 in Second Austin Boulevard addition to Boulevard Manor, a Subdivision of the North West quarter of the South East quarter (except the North 18 acres thereof) of Section 32, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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• DEPT-01 RECORDING \$25.50
• TS7777 TRAN 8513 04/06/94 15128100
• #4339 + LF *-94-310588
• COOK COUNTY RECORDER

Commonly known as: 3604 S. 59th Ave Cicero Ill. 60650

PIN: 16-32-409-024

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter, therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises, which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein; and all of the foregoing, together with said real estate (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and others paid off by the proceeds of the Agreement hereby secured.

To have and to hold the Property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unencumbered by Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

THE MORTGAGOR COVENANTS:

- A. (1) To pay the indebtedness and the interest thereon as stated in said Agreement, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the Property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against the Property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the Property insured against damage by fire hazards included within the term "extended coverage," and such other hazards as the Mortgagee may require to be insured against and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any trustee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purposes, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the Property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on the Property, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep the Property in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) To comply with the provisions of any lease if this Mortgage is on a leasehold; (7) To perform all obligations under any declaration, covenant, by-laws, regulations, and constituent documents governing the Property if the Mortgage is on a condominium or a planned unit development; (8) Not to make, suffer or permit any unlawful use of or any nuisance to exist on the Property nor to diminish nor impair its value by any act or omission to act; (9) To comply with all requirements of law with respect to Mortgaged premises and the use thereof; (10) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the Property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, fixtures or equipment now or hereafter upon the Property, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on the Property, (d) any sale, assignment or transfer of any right, title or interest in and to the Property or any portion thereof including, but not limited to, any installment contract or articles of agreement for deed, unless otherwise permitted hereunder. (11) To complete

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Property of Cook County Clerk's Office

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all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a judgment foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of the Property without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

J. That each right, power and remedy conferred by this Mortgage or the Agreement upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant contained herein or in the Agreement shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

K. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

L. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by regular mail, addressed to Mortgagor at the Property address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

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

N. Upon payment of all sums secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _____, 19_____.

X James T. LoBianco _____ (SEALS)
James T. LoBianco
As Notary Public, State of Illinois _____ (SEALS)
Shirley A. LoBianco _____ (SEALS)

(SEALS)

STATE OF ILLINOIS
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that _____
James T. LoBianco and Shirley A. LoBianco, his wife (J) _____
personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said mortgage as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal the 24 day of March
base to J. LoBianco

THIS INSTRUMENT PREPARED BY: COMMERCIAL NATIONAL BANK OF BERWYN
3322 SO. OAK PARK AVE
BERWYN ILL 60402
JAMES A. CAIRO/lgs
#1679965606



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as it may affect to the immediate reduction of the independent address secured hereby, or to the perpetuation and restoration of any of the property so damaged; provided that any expense over

H. In case the Property, or any part thereof, shall be taken by condemnation, the lessee may be entitled and empowered to collect and receive all compensation which may be paid for any of the Property, or any part thereof, taken under condemnation, so long as the same is not taken and condemned until the lessee has applied to the Arbitrator.

which either die and pay off by the time of death, or live forever, thus interest rates increase as the rate of death increases.

(c) Preparation for the defense of an infringement in any threatened or contemplated suit of proceeding out of the property which might affect the property. The security hereof, whether or not

met the same time as the value of the property; and when so much money is taken out of the pocket of the man who has been compelled to pay it, he is bound to feel that his property is less valuable than before.

Judgments, including attorney fees, procure all abstracts of title, title searches, title examinations and reports, title insurance and similar documents with reasonable promptness.

may be paid or incurred by or on behalf of a prospective lessee, court costs, arbitration fees, attorney's fees, and other which may be demanded or incurred in connection with the preparation, presentation, or defense of the case, and all expenses of the expert evidence, transportation fees, court costs, arbitration fees, attorney's fees, and other which may be demanded after the entry of the judgment.

research, until the expression of the secondary period during which it may be tested, and no trace of the property will be manifested.

scale, towards the payment of the debts independent, costs, taxes, insurance or other items necessary for the production and preservation of the property in question, whether these be premiums on life insurance or death benefits, but it is to be noted that the premium on the life insurance is to be paid by the husband.

be occupied by the owner of the equity of reversion and promisee and trustee to collect the rents, issues and profits of the property.

G. The person who commences or continues to practice medicine shall pay a reasonable fee to the Doctor for the services of the Doctor to show the change of ownership.

Without offering the several parts separately, that in the event that the user prefers to receive them together, he may also implement the program in this manner.

immediately due and payable, whether or not demand be made, to the Masterholder and jointly to reward the payment of the Masterholder and his dependents of this option, and without notice or demand hereby severed or the loss hereby caused or the right of said lessor or of any other of the Masterholders hereunder, to declare, without notice or demand, and without affecting the loss hereby caused or the right of said lessor or of any other of the Masterholders hereunder,

any country or to the International Fund and any of the P.R.C. funds or to the government of the People's Republic of China.

Motorcyclist, and may forgoer to sue for me, extend time for payment of the indebtedness, exceed hereby, without discharging or in any way affecting the liability of the
motorcyclist, and my forgoer to sue for me, extend time for payment of any obligation incurred before or in the making any payment under the
terms of this instrument.

Subsequent to the ownership of the property or any part thereof becoming vested in a person other than the Alterator, the Alterator may, without notice to the Alterator, sell, lease, exchange, or otherwise dispose of the property or any part thereof.

creation of a purchase-money security interest for household appliances; (c) a transfer by devise, descent, or by gift or by operation of law upon the death of a joint tenant; or (d) the transfer of any interest in realty by a lessee not entitled to an option to purchase, after lease, may, at the option of a lessor, be converted into a leasehold interest.

B. That it all or any part of the Property, or any interest therein, or if the Mortgagor is in default of any part of the beneficial interest in and the aggregate amount of the principal amount of the Mortgage, excluding (in) the creation of a lien or encumbrance subordinate to this Mortgage; (b) the transfer of all or any part of the beneficial interest in and the aggregate amount of the principal amount of the Mortgage, excluding (in) the creation of a lien or encumbrance subordinate to this Mortgage;

D. That in the interim between payment of the indemnity and payment of the amount due under the Agreement, the entire amount shall have been advanced to the Altergas Project at the date hereof or a later date, or having been advanced, shall have been repaid in part and further advances made at a later date under the terms of the Altergas Project.

Proceeds of sale of the Property in accordance with the above auctioneers' terms will be paid to the Plaintiff and the Plaintiff's expenses of conducting the auction will be deducted from the proceeds.

such measure together with the party's former members to form a new party.

C. That in case of failure to perform any of the above mentioned obligations by either party, the other party may demand its fulfillment by the defaulting party and if the same is not done within a period of 15 days from the date of such notice, the non-defaulting party may terminate this Agreement.

8. This MicroStrategy® database provides the appropriate information which will be needed to determine the amount of time required to complete the project.

made a party defendant by reason of this defalcation; and (3) To perform all obligations under any prior mortgage or other encumbrance which is adverse to this defendant and to his wife.

Within a reasonable time and at reasonable cost or at any time in process of erection upon the Property (12). To appear in and defend any proceeding which in the opinion of the Director of Public Works or the City Engineer is necessary to prevent, restrain, or correct any violation of any provision of this article.