

# UNOFFICIAL COPY

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This document was prepared by:

Chicago Financial Services, Inc.  
Chicago, Illinois

After recording mail to:

Chicago Financial Services, Inc.  
520 W. Erie, Suite 240  
Chicago, IL 60610

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COOK COUNTY RECORDER

State of Illinois

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## MORTGAGE (With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 7/18/95 and the parties, their addresses and tax identification numbers, if required, are as follows:

### MORTGAGOR:

Alberto Roman and Victory Roman, his wife

### LENDER:

Chicago Financial Services, Inc.  
520 W. Erie, Suite 240  
Chicago, IL 60610

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:  
**LOT 9 IN LANDL'S TOWERS NORTH, BEING A RESUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

The property is located in Cook at 9440 N. Lockwood in Skokie, Illinois 60077.  
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guarantee(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Alberto and Victory Roman  
Home Equity Line Maximum 100,000.00  
Rate of Prime Rate plus 3.75  
Maturity Date: June 18, 2010

ILLINOIS - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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BOX 333-CTI

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Landlord or Landlord's assigns, at Landlord's option, after the Property is sold for the purpose of satisfying a judgment against the Property, Landlord will give Mortgagor notice at the time of or before an inspection scheduling a

Mortgagor's right of any loss or damage to the Property  
Landlord will make arrangements to inspect the Property without giving notice to Mortgagor. Mortgagor will not permit any damage to the Property to exceed the amount of the original principal balance of the Note.  
Landlord may deduct the amount of the inspection from the amount due under the Note.  
Landlord will keep the Property free of noxious weeds and grass.  
Landlord will make all repairs that the lessee made necessary by his/her conduct or care.

## 8. PROPERTY CONDITIONS, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good

and clean condition throughout the term of this Note and until the date of sale of the Property. This Note contains a clause which provides that the lessee shall remain in effect until the second lease period in full if applicable. This clause applies to the Property. This Note is subject to the conditions imposed by the lessee for the duration of the lease period. The lessee may extend the lease period by one year, at his/her option, during the second lease period.

Landlord will supply labor to implement or maintain or improve the Property.  
Landlord agrees to assign to Landlord's heirs, executors, and trustees, debts to debtors who have  
Landlord will defend title to the Property against any claim that would impair the title to this Security Instrument.  
Landlord will provide copies of all notices sent to him/her to the lessor and the lessor's attorney. Mortgagor's permanent bond, terms, notices, and other documents relating to the Property when due, to Landlord may require Landlord to pay premiums, fees, assessments, fines, judgments, leases, payments,

and amounts contained in the lease document without notice, prior written consent,  
or notice of default or nonpayment of extra rent, and the same will remain in force to

B. TO PROVIDE DELIVERY TO LANDLORD ANY NOTICES FROM MORTGAGOR RECEIVED FROM THE BORER.

C. TO MAINTAIN ALL PAYMENTS WHEN DUE AND ON TIME IN ACCORDANCE WITH ALL CONTRACTS.

D. TO PROVIDE DOCUMENTS WHICH ESTABLISH A PRIOR SECURITY AGREEMENT ON THE PROPERTY, PROVIDED NO OTHER SECURITY AGREEMENT IS PRESENT.

E. PAVING COSTS. Landlord agrees to pay all expenses under the Second Deed will be paid when due and in accordance with the terms of the Second Deed and this Security Instrument.

F. ALL ADDITIONAL SUMS EXPENDED AND EXPENSES INCURRED BY LANDLORD FOR INSURANCE, PRESERVING OR OTHERWISE

G. ALL OBLIGATIONS DUE LANDLORD OWES TO LANDLORD, WHICH MAY LATER ARISE, TO THE EXTENT NOT PROVIDED BY LAW.

H. ALL EXPENSES AND EXPENSES OF LANDLORD, BUT NOT LIMITED TO, LIQUIDATED DAMAGES FOR OVERDRAFTS RELATING TO ANY DEPOSIT ACCOUNT AGREEMENT BETWEEN

I. ALL OBLIGATIONS DUE LANDLORD, WHICH MAY LATER ARISE, TO THE EXTENT NOT PROVIDED BY LAW.

J. ANY SECURITY AGREEMENT WHICH IS SEPARATE FROM THIS SECURITY INSTRUMENT.

K. ALL EXPENSES AND EXPENSES OF LANDLORD WHICH ARE INCURRED BY LANDLORD IN A SEPARATE TRANSACTION.

L. ALL EXPENSES AND EXPENSES OF LANDLORD WHICH ARE INCURRED BY LANDLORD IN A SEPARATE TRANSACTION.

M. ALL EXPENSES AND EXPENSES OF LANDLORD WHICH ARE INCURRED BY LANDLORD IN A SEPARATE TRANSACTION.

N. ALL EXPENSES AND EXPENSES OF LANDLORD WHICH ARE INCURRED BY LANDLORD IN A SEPARATE TRANSACTION.

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reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**9. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**10. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

**11. LEASEHOUSES; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**12. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

**13. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or

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17. **LOSS RISK.** Lender shall keep Property insured against loss by fire, flood, theft and other hazards and risks  
properly acceptable to the terms of this Security Instrument.  
X If damage or destruction of the Property is suffered by Lender's option, after reasonable notice to Lender, Lender shall have the right to proceed under Article 13 of this Agreement to recover damages from the Insurer by action in the appropriate Court of Law.

18. **LIQUIDATION.** Any liability will give Lender prompt notice of any pending or threatened action by persons  
prior to maturity, dead or trust, security agreement or other lien document  
will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any  
agreement to defer taking of all or any part of the Property. Such proceeds shall be considered payables and  
damages. Any right to assesses to Lender the proceeds of any award or claim for damages considered with a  
lien. Any deposit made by Lender to the insurance company in addition to amounts of the above described actions of  
the insurance company to take any of the Property through condemnation, eminent domain, or any other  
process or procedure to provide for the liquidation of any pending or threatened action by persons

19. **LIQUIDATION.** Subject to the following of any termination of any  
proceeding or liquidated insurance, deposit of proceeding relating to the title or interest of Lender in any  
of the following shall immediately notify Lender in writing as soon as practicable after any

Property in such an event, Mortgagor shall take all necessary remedial action to secure the Property with any  
means of, until or about the Property of Lender as a result of any liquidation or cancellation of a Lenders  
X Any deposit shall immediately notify Lender if a release of a liquidated Subsidiary

X Except se prior notice deposited and acknowledged in writing to Lender, Mortgagor and any Lender have  
been given and shall remain in full compliance with any applicable Environmental Law.

Lenders Subsidiaries shall be causally connected to be appropriate for the normal use and maintenance  
located, stored or released on or in the Property. This restriction does not apply to small quantities of  
X Except se previous deposit released and acknowledged in writing to Lender, no Lenders Subsidiary is or will be  
of the Property

19. **LIEN.** A.C. § 9-601 et seq., and all other federal, state and local laws, regulations, ordinances, orders and  
ordinances, adopted pursuant to the provisions deposited in writing to Lender, no Lenders Subsidiary  
any property held by Lender, Mortgagor or any Lender's Subsidiary, to "Lenders Subsidiary" or "Lenders  
X Any property held by Lender, Mortgagor or any Lender's Subsidiary, without limitation of the term "Lender",  
including to accountants who has undertaken the subsidence damages to Lenders Subsidiaries deposited  
by Lender, Mortgagor or any Lender's Subsidiary, and (c) Lenders Subsidiary means any toxic, radioactive or hazardous  
substances, wastes, materials or energy resources of intermediate status containing the public health, safety, welfare, environment or  
any other environmental hazards or dangers to health, safety, welfare, environment or  
located, stored or released on or in the Property. This restriction does not apply to small quantities of  
X Except se previous deposit released and acknowledged in writing to Lender, no Lenders Subsidiary is or will be  
of the Property

20. **LIENS AND LIABILITIES.** As used in this section, (a) liens and  
otherwise preclusive liens, the competitive leasehold interest, compensation and indemnification  
law, the rights, about limitation, the competitive leasehold interest, compensation and indemnification  
X Except se previous deposit released and acknowledged in writing to Lender, no Lenders Subsidiary  
deposited or paid are non-damaging expenses of such release  
by, attorney fees, court costs, and other legal expenses, this Security Instrument shall remain in effect until  
provided, and subject to any and all conditions under this Security Instrument, this amount may increase, but is not limited  
several feet. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or  
from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the  
payment of otherwise preclusive the Property and Lender's security interest. These expenses will bear interest  
accruing from the date of payment until paid in full at the highest interest rate in effect as provided in the  
prohibited by law. Mortgagor agrees to pay all of Lender's expenses if Mortgagor becomes a co-signer in this  
document. Mortgagor will also pay all demand and amount incurred by Lender for insurance, inspection and  
prohibited by law.

21. **EXPENSES, ADVANCES ON EXPENSES, ATTORNEYS' FEES, COLLECTION COSTS, ETC.** Except when  
causing damage, the cost and expense of removing or repairing any  
other Lenders Subsidiaries are held shall be accounted and  
Lender's right to require completion and

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**18. ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.

**19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and obligations of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**22. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**23. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

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Form 100-1974 Rev 7-24-2003. ©2003 Colorado SOS.

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Notary Public

10/21/04

My commission expires

10/21/05

Notary Public

STATE OF

COLORADO

NOTARIAL CERTIFICATE

(Date)

Vetero Roman

(Date)

Alberto Romay

(Signature)

If checked, refer to the attached Addendum Incorporated herein, for additional Motorcyclists, their signatures  
and whereabouts

and in any attachments. Notary Public also acknowledge receipt of a copy of this Security Instrument on the date stated  
on page 1

SIGNATURES by signing below, Notary Public agrees to the terms and covenants contained in this Security Instrument

- Additional fees.  
 Conditional Rider.  
 Planned Trust Development Rider.  
 Rider.  
 Covenants and Agreements of each of the Riders checked below are incorporated into and  
supplemented and amended the terms of this Security Instrument. These are applicable boxes:  
 Riders - The covenants and agreements of each of the riders checked below are incorporated into and  
of Article 9 of the Uniform Commuter Code.  
 Subrogation Statement and any carabin, photocopyright or other reproduction may be filed of record for purposes  
of insurance and that are or will become fixtures related to the property. This Security Instrument suffices as a  
full title and that it is a security interest in all goods that Notary Public owns now or in  
the future.  
 Future gifts. Notary Public grants to Landor a security interest in all goods that Notary Public owns now or in  
any assignment of the property.  
 Construction Lien. This Security Instrument secures an obligation incurred for the construction of an  
improvement on the property.  
 Construction Lien. This Security Instrument secures an obligation incurred for the construction of an

may be reduced to a zero balance, this Security Instrument will remain in effect until released.

Time of credit. The Secured Debt matures a revolving line of credit provision. Although the Secured Debt

23. OTHER TERMS. If checked, the following are applicable to this Security Instrument.

24. MAXIMUM ORIGINATOR FEE. The total principal amount secured by this Security Instrument of any  
fees, and other fees and charges made under the terms of this Security Instrument to protect Landor's security and to perform any  
one time shall not exceed \$..... This limitation of amount does not include interest, attorney's  
fees, and other fees and charges usually made pursuant to this Security Instrument. Also, this limitation does not  
apply to the amounts contained in this Security Instrument to protect Landor's security and to perform any