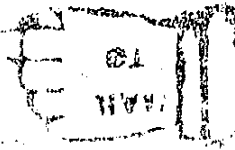


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This document was prepared by:  
Mick Shillyock, Real Estate Technician  
American Family Financial Services, Inc.  
475 N. Martingale Rd., Suite 660  
Schaumburg, IL 60173-2224



7/21/95 65195 971

\_\_\_\_ of Illinois \_\_\_\_\_ Space Above This Line For Recording Date

## MORTGAGE (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 11, 1995 and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:** Raymond Villa, Sr. and Marcia Villa  
husband and wife  
1401 N. 15th Ave.  
Melrose Park, IL 60160

DEPT-OF RECORDING 431.50  
140000 TRAN 1336 04/17/95 11:16:00  
42472 : AH \* - 95 - 250182  
COOK COUNTY RECORDER

**LENDER:** American Family Financial Services, Inc.  
475 N. Martingale Rd., Suite 660  
Schaumburg, IL 60173-2224

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagee's performance under this Security Instrument,

Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property: Lot 10 and the South 6.93 feet of Lot 9 in Block 58 in Melrose, being a Subdivision of Lots 3, 4 and 5 and a Subdivision of the South 1/2 of Section 3, and all of Section 10, lying North of the Chicago and Northwestern Railroad, in Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 15-03-402-008

The property is located in Cook (County) at 1401 N. 15th Ave. (Address) Melrose Park (City) Illinois (State) 60160 (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), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referring to the debts below it is suggested that you include items such as borrower's names, note amounts, interest rates, maturity dates, etc.)

This mortgage is made by Raymond Villa, Sr. and Marcia Villa, husband and wife, to secure an indebtedness in the amount of \$24,827.04. The annual interest rate is 9.29%. This obligation is due and payable on April 17, 2000 if not paid earlier.

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Official Record of the County of Cook, Illinois

(page 2 of 2)

improving the Property, Lender shall give Mortgagee notice at the time of or before an inspection specifying a copy of Lender's opinion, either the Property at any reasonable time for the purpose of Mortgagee and of any loss or damage to the Property.

Lender's opinion will notify Mortgagee of all demands, proceedings, claims and actions against Mortgagee and will not prevent any change in ownership or use of the Property without Mortgagee's consent. Mortgagee will keep the Property, Mortgagee will not substantially change without Lender's consent and will not prevent any change in ownership or use of the Property without Lender's consent and will not prevent any change in ownership or use of the Property without Lender's consent.

### 8. GROSSLY CONDITION, ALTERATIONS AND IMPROVEMENTS

Mortgagee will not prevent any change in ownership or use of the Property without Lender's consent and will not prevent any change in ownership or use of the Property without Lender's consent. Mortgagee will keep the Property, Mortgagee will not substantially change without Lender's consent and will not prevent any change in ownership or use of the Property without Lender's consent.

### 7. DEFENSES FOR ENFORCEMENT

Lender may, in its opinion, declare the entire balance of the Second Debt to be immediately due and payable upon the creation of or contact for the creation of any lien, encumbrance, or other security interest in the Property, this debt is subject to the restrictions imposed by Federal Law (15 U.S.C. 1601) as applicable, this system shall run with the Property and shall remain in effect until the Second Debt is paid in full and the Security Instrument is released.

### 6. CLAIMS AGAINST THE SECURITY INSTRUMENT

Mortgagee will defend and pay all taxes, assessments, liens, judgments, lease payments, ground rents, mortgages, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies of all notices that such amounts are due and the events existing Mortgagee's payment. Mortgagee will defend and pay all taxes, assessments, liens, judgments, lease payments, ground rents, mortgages, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender copies of all notices that such amounts are due and the events existing Mortgagee's payment.

### 5. PRIOR SECURITY INTERESTS

All prior security interests when due and the Security Instrument agrees to be subordinate to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest in the Property, Mortgagee agrees with the terms of the Second Debt and this Security Instrument.

### 4. PAYMENTS

Mortgagee shall pay all payments under the Second Debt when due and in accordance with the terms of the Second Debt and this Security Instrument. This Security Instrument shall not secure any other debt if Lender fails to give any required notice of the right of repossession.

### 3. ADDITIONAL TERMS, ADVANCES AND EXPENSES

All additional terms, advances and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of the Security Instrument. All obligations Mortgagee owes to Lender, which may later arise to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagee and Lender.

### 2. FUTURE ADVANCES AND OTHER OBLIGATIONS

All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee or any one or more Mortgagee and other future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

### 1. SECURITY INSTRUMENT

All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee or any one or more Mortgagee and other future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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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 profit (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. **LEASEHOLDS; 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.

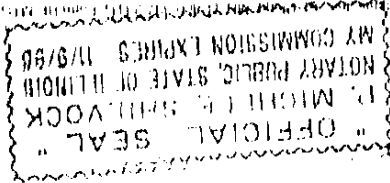
12. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the 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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Notary Public

STATE OF ILLINOIS  
 COUNTY OF COOK  
 This instrument was acknowledged before me this 11th day of April, 1995.  
 My commission expires \_\_\_\_\_  
 P. Michael E. Spillcock  
 Notary Public

Raymond Villa, Sr. and Marcia Villa  
 4/11/95  
 4/11/95

Property of Cook County Clerk's Office

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

- Time of Credit: The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan: This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Future Filing: Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Rider: The covenants and agreements of each of the riders checked below are incorporated into and supplement the terms of this Security Instrument.  Rider  Other  Additional Terms

25. OTHER TERMS: If checked, the following are applicable to this Security Instrument of the covenants contained in this Security Instrument.

24. MAXIMUM OBLIGATION LIMIT: The total principal amount secured by this Security Instrument at any one time shall not exceed \$27,827.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advance made under the terms of this Security Instrument to protect Lender's security and to perform any

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