

APPLICATION NO 22130
DOCUMENT NO 1906319
JUN 17 1991

VOLUME 2096-2 PAGE 417
CERTIFICATE NO 1520876
OWNER DONALD YACKER, ET AL

REGISTRAR OF TITLES

Date Of First Registration

MARCH TWENTY SECOND (22ND), 1929
TRANSFERRED FROM
CERTIFICATE NO 1520864

95314556

STATE OF ILLINOIS)
COOK COUNTY)

I Carol Moseley Braun Registrar of Titles in and for said County in the State aforesaid, do hereby certify that

DONALD YACKER AND EILEEN YACKER
(Married to each other)
AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

of the PARTS County of _____ and State of ILLINOIS
ARE the owners of an estate in fee simple in the following described land situated in the County of Cook and State of Illinois.

DESCRIPTION OF LAND

LOT FIFTY SEVEN (57)

is Big Run Acres Unit Two (2), a Subdivision of part of the North Half (1/2) of the Southwest Quarter (1/4) of Section 31, Township 37 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 13, 1989 as Document Number 1874705.

22-31-302-004

DEPT-11 RECORD TOR \$23.00
7:0013 TRAN 5663 05/12/95 15:07:00
#3248 COOK COUNTY REC-95-314556
COOK COUNTY RECORDER

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Ant
BOX 116

Subject to the Estates, Easements, Incumbrances and Charges noted on the following memorials page _____ of this Certificate.

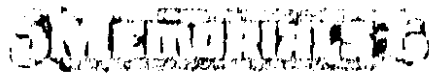
Witness My hand and Official Seal

23.00

this TENEY DORR DODD day of AUGUST 1991

Carol Moseley Braun
Registrar of Titles, Cook County, Illinois

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OF ESTATES, EASEMENTS, ENCUMBRANCES AND CHARGES ON THE LAND.

DOCUMENT NO.	NATURE AND TERMS OF DOCUMENT	DATE OF DOCUMENT	DATE OF REGISTRATION YEAR MONTH DAY HOUR	SIGNATURE OF REGISTRAR
297387-00	Subject to General Taxes levied in the year 1990. Subject to building setback line as shown on Plat registered as Document Number 822793. For particulars see Document. Subject to "Joint" utility and drainage easements contained in Plat registered as Document Number 822793 of Illinois Bell Telephone Company, Illinois Bell Telephone Company and Northern Illinois Gas Company, their respective successors and assigns, for serving foregoing premises and other property with electric, communications and gas services, etc., as herein reserved and granted. For particulars see Document.			<i>[Signature]</i>
297387-00	Subject to notation on Plat registered as Document Number 822793 is to a temporary turnaround easement over part of lots 57 and 60, and adjacent property as extended North. For particulars see Document. Subject to General Taxes levied in the year 1990.			<i>[Signature]</i>
297387-00	Declaration by Marquette National Bank, as Trustee under Trust Number 10113 covering all lots in Big Run Acres, Unit 2, to the easements, covenants, conditions and restrictions running with the land for a term of 20 years from September 27, 1990, with provision for automatic extension, etc., as herein set forth. For particulars see Document. (Legal Description Attached).	Mar. 8, 1990	Sept. 27, 1990 3:02PM	<i>[Signature]</i>
297387-01	General Taxes for the year 1990. 1st Installment Paid, 2nd Installment Not Paid.			<i>[Signature]</i>
In Duplicate	Subject to General Taxes levied in the year 1991. Mortgage from Donald E. Jager and Eileen A. Jager to St. Paul Federal Bank for Savings, of the United States of America, to secure note in the amount of \$60,000.00, payable as therein stated. For particulars see Document. (Rider attached).	June 7, 1991	June 11, 1991 10:12AM	<i>[Signature]</i>
2973902				

9551 1100

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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This instrument prepared by:
Joseph R. Daptak
St. Paul Federal Bank
6201 W. Cermak Rd.
Berwyn, IL 60402

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DEPT-11 RECORD TUR 731.50
150013 TRAN 5663 05/12/95 15:08:00
43249 & CT R-95-314557
COOK COUNTY RECORDER

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(Space Above This Line For Recording Data)

DATE: 05/03/95
LOAN NO. 21011390808

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 DONALD VACKER AND EILEEN VACKER, 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 DONALD VACKER and the Trustee, if any, are individually and collectively and jointly and severally referred to as "Borrower") and ST. PAUL FEDERAL BANK FOR SAVINGS, whose address is 6700 W. North Avenue, Chicago, Illinois 60635 (herein "Lender").

Inconsideration 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 VILLAGE of LEMONT, County of COOK State of Illinois:

LOT 57 IN BIG RUN ACRES UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 13, 1989 AS DOCUMENT NO. 3824703.
P.I.N. #22-31-307-004

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DEPT-11 RECORD TUR 731.50
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COOK COUNTY RECORDER

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which has the address of (herein "Property Address"): 1275 FAIRWAY DR LEMONT, IL 60439

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 (subject 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 herein after 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);

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DHH

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All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing and subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this mortgage, insurance proceeds shall at the Lender's sole discretion be applied to restoration or repair of the Property damaged or to pay the sums secured by this Mortgage, with the excess, if any, paid to Borrower and Lender is hereby authorized to do any of the above. If the Property is abandoned by Borrower, or if Borrower fails to respond to within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the 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 payments due under the Note, or change the amount of such payment. If under the provisions of this Mortgage the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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 an equivalent 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 liens 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.

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under this Mortgage or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Property and interest on such disbursements (all such indebtedness being herein after referred to as the "maximum amount secured hereby").

This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

21. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

22. Release. Upon payment of all sums secured by this Mortgage and termination of the revolving credit line under the Note Lender shall release this Mortgage without charge to Borrower.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

24. Trustee Exculpation. If this Mortgage is executed by a Trustee, Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform in any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby as against said Trustee shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signor, endorser or guarantor of said Note and this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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IF BORROWER IS AN INDIVIDUAL(S)

Donald Vacker
INDIVIDUAL BORROWER
DONALD VACKER
Date

Eileen Vacker 5-13-96
INDIVIDUAL BORROWER
EILEEN VACKER
Date

INDIVIDUAL BORROWER Date

INDIVIDUAL BORROWER Date

STATE OF ILLINOIS SS,
COUNTY OF Cook

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Donald Vacker & Eileen Vacker, his wife personally known to me to be the same person whose name(s) subscribed 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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 3rd day of MAY, 1996

[Signature]
Notary Public Commission Expires: _____



Donald Vacker
~~XXXXXXXXXXXX~~

By: _____

not personally but solely as trustee as aforesaid

Its

ATTEST:

State of Illinois

SS:

County of _____

Its

(Title)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that President of a corporation and Secretary of said corporation, personally known to me to be the same persons whose names are subscriber to the foregoing instrument as such President and

Secretary, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts, and the free and voluntary acts of said corporation, as trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that the, as

custodian of the corporate seal of said corporation, did affix the said corporation seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 1996

Notary Public Commission Expires: _____