UNOFFICIAL COBY

Mortgage —
Home Equity Line of Credit

CK OLD KENT

Cld Kent Bank 105 South York Street Elmhurst, Illinois 60126

	DEPT-01 RECORDING \$31.5 T45555 TRAN 8053 07/18/96 09:21:00
•	\$0358 \$ JJ *-96-546629
	COOK COUNTY RECORDER

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank v	whose name appears at the top of this Mortgage,
as the Mortgagee. Additional terms of the Mortgage appear on the additional page	e(s).
The Mortgagor mortgages and warrants to the Mortgagee land located in th	e VILLAGE of

LAGRANGE PARK County of COOK State of Illinois, described as follows:

LOT 2 IN SCHMIDT'S RESUBDIVISION OF LOTS 66, 67 AND 68 IN CORK AND JOHNSON'S SUBDIVISION OF 16 ACRES NORTH AND ADJACENT TO THE SOUTH 8 ACRES OF THE WEST 1/2 OF THE JOUTH WEST 1/4 (EXCEPT THE WEST 33 FEET), IN SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK JOUNTY, ILLINOIS.

PIN#: 15-33-335-022

COMMON ADDRESS: 830 W. RICHMOND AVE.

LAGRANGE PARK, IL 60526

together with all easements, improvements, hereditaments and appurtenance; that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY").

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain______

	Mortgagee under this Mortgage and under a certain	
HOME EQUITY LINE OF CREDIT	f DISCLOSURE AND Agree	ment
dated <u>JULY 02</u> , 1996, including all ex	tensions, renewals, and modifications thereof ("Appenent"). The Agreement	has a
credit limit of \$ 250,000.00	, unless the limit is increased and a Notice of therese is filed in the Offi	ice of
the Register of Deeds where this Mortgage has be	een recorded. Under the terms of the Agreement, the Mostgagee has the abs	solute
obligation in certain circumstances to make, and s	shall make, future advances to Mortgagor upon demand. When this obligati	ion is
terminated, Mortgagee will record in the Office	of the Register of Deeds where this Mortgage has been lecarded, a Noti	ce of
Termination of Obligation which shall recite the the	en outstanding indebtedness under the Agreement.	

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgage, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgage may make under this Mortgage, the Agreement or any other document with respect thereof) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgage may make under this Mortgage, the Agreement or any other document with respect hereto, including but not limited to payment for taxes, special assessments or insurance on the real estate and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the extent of the maximum amount secured bereby.

31.50

OFFICIAL COPY

MORTGAGE AGREEMENT

ORTGAGE AGREEMENT.
These terms are part of your Mortgage. You agree to be broad by these terms reported to agree of fewer Mores and a contract of the contract "Mortgagor" mean each person who signs dus Mortgage. We have "he had been bound and the "Mortgage, one in the Benk woods repreappears on the other side or anyone to whom the Bank's interest in this Mongage is a scaped. In the Money is a condequated or contact one literas isuch as "AGREFMENT") refer to information on the other solid

Promise to Pay: You promise to pay all DEBT process lane with the term of the Artifact MENA and the Menanth Me

Warranties: You represent and women to use that all financial as a manufaction on a sign of success of or a figure is concerning your be PROPERTY, and any guarantee of the DEBT is and will be complete in our factor of the

Faxes: You agree to pay all taxes, assessments and annual charge flexic is the PROFEMAN in the large section of the conprovide us with satisfactory proof of priving at authoritic diax of the data the fixed assessment of the control of

Insurance: You agree to keep the PROPERTY order of a rest for a state of the control of the cont You agree to pay all premutats on this insulate, so and due that it is a property of a series of the conof our interest. Your insurance policy or centrical, of this make the deby of the cold reference of the cold re-

terminated or modified without at least ten days, promotion in the action

You gave to unmediately notify its of any less of any less of the PDRIA West and the second do so primptly. All proceeds published more are resultance to the contract of the contract of montgage has priority of each of whether or not the loss diplometric to the theoretic. We may have a more room of the color part of the process of the colors of the color adjust or compranues, as your again, any classic tooks and incorporate expe-

Maintenance and Repairt Verices is to help the PROPERTY verices to encourage of the control of the control of the property of

Condemnation: If any part of the PROPERTY can see the end of the proceeds of the lab lag sex lept any professionable proceeds of the lab lag sex lept any professionable procedure of the manual applied to the DEBT, which are a sent to the end of the Versional Research and the PROPERTY startings from the later of the end of the en

Default: Yea will be in default among the Morte speak of the covered

You are in default under the AGRO PMENT.

- You tail to do anything you are considered so are the g on some behalf and whether of not you but a term base to a te-
- Any warming or representations of and conditional and a condition ains prairied respect when made.

You fail to pay any other exhibit is accordable, in partial PPOPORTS

A froncelo are of fortestare proved hope who are violent and the second of

You self thanker or lease any interest and a PROPERTY of the experience

You cause or permit any interest in the PROPIREY (15) The Action of the attachment, gannishment, or other encouraging or being processes as gifter

Any notional part of the PROPERTY is dain as disobotic terroit less in a force access

If the holder of any first mortgage continues continued by the first to the second we

📆Remedies: If you are in detailt:

We may declare the DFB4 to be immediately does and payable with the state of distance

We may foreclose this Mortgage.

We may sell any part of the PROPERTY of public sales in the corn of the least of convoyances, and obtain a deficiency indynamint the prosecuts of a teresticates socially secretarily to secretarily the most one of

We may, to the extent permitted by law collect ony rests, probasion of the colon of the same but the designation of the agreement by which you are leasing or celling any interest in the PROPERTY, and corress good nothing a colour of an decountry agreements. We will have no obligation to make any demand or major as to be not as an officious of any passion was as no so to present or file any chain or take any other action to code to a cotor of the payment of any assents we are confident and analysis Morre ge We will not assume your obligations under any lease or of carriage a city.

We may pay on your behalf affor any part of the determination of the control to the control of t and pacable and whether or not you are then in deform and other transfer energy. However, we will not be regionally the $[Y_{i+1}, x_{i+2n}]$ we make shall become part of the DEBT, and shall be payable on our depends together with interval of the carse race as the DEBT bears

from time to time.

such right or option.

We may obtain or update commitments for title meanings, the histories, title searches, not title no mance concerning the PFOPLETS. Any

amounts that we spend in doing so will become part of the DEBT. We may exercise any of your rights and outions under any lease, first contract, or other appropriately wing become a Vessiag or your lessing and interest in the PROPERTY, including lany option to pinch see the TROPERTY and reflection of colors of the leavest transfer against or other agreement, or to prepay in whole or in part the lease, lead contract or other agreement. We wish have no obligation to every seeing and

Prior to the entry of judgment of foreclosure, Mortgagor and Mortgagor agree that Mortgagor shall not be multiple to possessor of the

oremises.

UNOFFICIAL COPY

- Additional Provisions.

) Martusgar grants this Martusga to Martusgar free from all ric	ghts and benefits under and by virtue of the Homestead Exemption laws, of
the State of Illinois, which said rights and benefits the Mortgage	•
: :	and the same and t
y Additional Provisions.	
Auditional Provisions.	
<u> </u>	
70	
Each Mortgagor agrees to all or the terms of the Mortgage	Agreement, which appear on the reverse of pages 1 & 2.
The Mongagor has executed this Mongage as ofJUL	<u>Y 02, 19_96</u> .
Witnesses:	Mortgugors:
Signature: X	Signature: X TUM/ Machinelly)
Name:	Name: FRLIX LAMPARIPALO
Signature: X	Address: 830 W. RICHMOND AVE.
Signiture: A	LAGRANGE PARK, IL 60526
No.	
Name:	Marital Status: MARRIED TO GAIL LAMPERIELLO
	Signature: X Gail Lamparello
	Name: CA'L LAMPARIELIO
	Address: 830 W. RICHMOND AVE.
	JAGRANGZ CARK, IL 60526
STATE OF ILLINOIS)	
COUNTY OF DUPAGE ;	SS.
	0,0
I, THE UNDERSIGNED	, certify that
FELIX LAMPARIELLO AND GAIL LAMPARIELLO	. HIS WIFE. IN JOINT TENANCY personally known to me to
he the same person whose name is/are subscribed to the	e foregoing instrument, appeared before me this day in person, and
·	
acknowledged that	THRY signed and delivered the instrument
*OFFICIAL SEAL" THEIR	free and voluntary act, for the uses and purposes therein set forth.
PATRICIA A. SHURE	
ary Public, State of illinois Datricia (1 Sher	ul Dated 7-6-96 19
This instrument prepared by: NOTARY	Subsequent tax bills are to be sent to the following.
105 S. YORK	
DIMMIDON II 40194	
EIMEURST, IL 60126	Cu K cot

6546629

Page 2 of 2

UNOFFICIAL COPY

We will have the rights and remedies provided in this Montague or otherwise σ wided in the Our regression remedies are not M^{\bullet} to are are cumulative. No right or remedy will be waived by our delayed or parameteristics of any supported to remedy

Expenses: You will pay on demand any expenses including attoractives specifical streamly of expenses that the months of autempting to coffect this Debt. In addition you agree to my by the of the respective of the expenses of a continuous expenses of the expenses of the

Notices: Notices to your aid to us will be presumed property given whose initial to the respect to obtain the respect to press Martine to a delivered personally.

Other Levins: This Mornings is binding on your neither execution of the control of the control of the control of the Morning of the control of the Morning of the control of the control of the Morning of the control o

First Mortgage: It thes Mortgage to any paper or realization respectition of the control of the

Assignment of Interest as Purchaser. You associated to expense to the control of the property of the control of the agreement by who have an expense to the applying the control of purchasers of the agreement by who have a control of the agreement of the best of the first and the control of the control of

Assignment of Leases and Land Contracts: As authors so a construct to 1972, the construction is a scenary interest in all of computed talk and an opening a construction of the property by your as known and to the astimation of both one are a construction of the property of the PROPI RTY. You assign to use any term of perits and one mays a construction of the property of payment or performance whence the engine of the second to the appropriate property of the property of the payment of performance whence the engine of the second to the assignment of the necessary that some one is a property of performance of the second the same one is a property of the performance of the necessary interest makes and any other and the assignment of the necessary makes make any one of the assignment of the necessary makes make any one of the assignment of the necessary makes make any one of the assignment of the necessary makes make any one of the assignment of the necessary makes make any other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such head contains on other any other amount under such these head contains on other any other amount under such these head contains on other any other amount under such the construction of other any other amount under such the construction of other any other amount under such the construction of other any other amounts.

Artington Heights 1216 E. Central Rd. 708-577-1500 / Chicago 33 N. Dearborn St. 312-853-1191 / Crystal Lake 149 N. Virginia St. 815-455-2500 | Homewood 17450 S. Haisted 708-977-7888 / Libertyville 1641 N. Milwaukee 708-367-4400 / Onk Brook 1200 Harger Rd. 708-954-5601 | Palos Hille 9800 S. Roberts Rd. 708-398-6500 / Shokin 8930 Gross Point Rd. 708-967-0121 | Waukegun 222 N. County St. 708-249-1200 / Whenton 173 S. County Ferm Rd. 708-690-9500

ALTA STATEMENT AND AFFIDAVIT OF TITLE

File No. 376157

The undersigned mortgagura certify that the mortgage or trust deed to be insured by this policy and the notes or bonds secured thereby are good and valid in all respects and tree from all defenses and that any persons purchasing said notes or bonds, or any of them, or otherwise acquiring any interest therein may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of obtter enabling the legal holder of said securities to sell, purchase or otherwise dispose of the same freely at any time, and so as to insure the purchasers, transferred or pledgees thereof against any claim of defense thereto by the heirs, personal representatives or pasigns of said makers. Said mortgagors certify that the signatures on said instruments are the true and authentic.

The undersigned certify that no labor and materi. Is have been furnished to the subject property within the last six months; that if any labor or material has been provided within the last six months, it has been paid for and all contracts for the furnishing of labor or materials have been completed; that any contractor's statemonts or lien waivers furnished MID AMERICA TITLE COMPANY? or the lender are accurate and authentic; that all management reses are paid in full.

That the parties to this transaction never made an assignment for the Jenefit of creditors, have never been involved in bankruptcy or insolvency proceedings and that there are no judgments or proceedings in any courts of the U.S. or of the State of Illinois
which can constitute a lien or charge upon said real estate; and that there are no claims or causes of action which have accrued
against attlants by reason of which they may become personally liable; the their are no unpaid state or federal tax liens against
the affants; that there are no divorce proceedings in any jurisdiction against any or he affants which may adversely affect title to
this property.

That the primes to this transaction have not done anything or suffered anything to bridge) whereby the title to the property insured by this policy has become in any manner impaired, clouded or encumbered other than appears in the commitment for title insurance. That there are no mongages, trust deeds or other liens, recorded or unrecorded, which affect the fittle to this property other than those that appear in the commitment for title insurance.

The owner(s) certify that during the period of ownership of said property the boundary lines to the same have never berin questioned or disrupted; that the location of the improvements thereon are within the lot lines and that there are no encroachinents of driveway, fences or other structures from or onto adjoining property; that all building and zoning ordinancie and all restrictions, covenants, conditions, and building lines affecting said property have been complied with, that all utility of its weed liens, homeowners' association bills and other obligations to the property are paid; that there are no challel morgages conditional bills of sales, assignments of beneficial interests in land trusts to secure debts or linancing statements affecting any application, equipment or lixtures now installed on said premises; that there are no special assessments, lien sales, tax sales or drains 93 district assessments other than those shown on the commitment for title insurance; that there are no real estate contracts pending or autstanding covering this property.

The undersigned parties are in possession.

If this is an FHA or VA insured transaction, the parties hereby certify and agree that they have done nothing which would cause the FHA or VA to refuse to insure this toan. That in the event the FHA or VA refuses to insure this loan, the parties will do everything necessary to secure the insurance and will hold the lender and MID AMERICA TITLE COMPANY[®] harmless in the event the loan is not insured.

The owner(s) certify that no new or added improvements were constructed on the property in the previous calendar year from which a tax lien may arise on this year's warrant. No building permit was applied for during the previous calendar year and no certificate of completion or certificate of occupancy was applied for or issued at any time during that year.

36546629

The undersigned hereby certify the summer a test ave or will be ball and that air meniors inspictors, if any, required by local ordinance have been completed.

If the subject property is business property the undersigned purchaser(s),or transferee(s) hereby certifies that he/she/they have reported or will report this sale as required by the Illinois Income Tax Act.

The transferror(s) (Sellers) certify that he/she/they are not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate. The transferee(s) (Buyer) have secured the certification of the transferror(s) (Sellers) called for by Section 1445 of the Internal Revenue Code or the certification is not required by reason of the transfered properly being residence to be occupied by the transferee(s) (Buyers) and the amount being realized for the property does not exceed \$300,000,000; or the transferee(s) have received a qualifying statement from the transferror(s) sellers as described in Section 1445 of the Internal Revenue Code.

The transferror(s) (Sellers) are required by law to provide MID AMERICA TITLE COMPANY? with the transferror(s) (Sellers) correct taxpayer's identification number. Failure to provide the correct taxpayer's identification number may result in civil or criminal penalties imposed by law.

The parties to the transaction make these statements to induce MID AMERICA TITLE COMPANY? to close this transaction and issue a policy of the title insurance and to induce the lender and buyer to consumate this transaction.

State exceptions, if any: Oate 7/02/96	Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer's identification number.
MORTGAGORISH JUYSRISI	SELLER(S)
I All De Distrito	(Sau)
PELIX JAMPARYELLO 347-44-6269	(384)
Social Security	Social Security #
Sail Lamparules (Seal)	Social Security #
SOUTH LAMPARIELLO 336-40-8068	Social Security #
	ORATIONS
IN WITNESS WHEREOF.	IN WITNESS WHEREOF
has caused these	has caused these
gresents to be signed by its	p esents to be signed by its
President and attested by its	Prepir and attested by its
Secretary under its corporate seal on the above date	Secretary under its corporate seal on the above date
President	President
ATTEST	ATTEST.
Secretary	5ecretary
Tax Identification #	Tax identification #
та	USTEES
The above statements are made by	The above statements are made by
not personally but as Trustee under the trust agreement	not personally but as Trustee under the trust agreement
rnown as Trust No, on the above date by	known as Trust No, on the above date by
irtue of the written authority and direction of the	virtue of the written authority and direction of the
enelicianes under the trust.	beneficiaries under the trust.
e e e e e e e e e e e e e e e e e e e	`
(See)	(Seal)
•	Tax Ident/fication #
24 Identification #	
STATEMENT OF LE	NOER OR ITS AGENT
STATEMENT OF LE	NOER OR ITS AGENT