

UNOFFICIAL COPY

96545629

Mortgage —

Home Equity Line of Credit

**OLD KENT**

Old Kent Bank  
105 South York Street  
Elmhurst, Illinois 60126

DEPT-01 RECORDING \$31.50  
14555 TRAN 8053 07/18/96 09:21:00  
#0358 J J \* - 96 - 546629  
COOK COUNTY RECORDER

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagee. Additional terms of the Mortgage appear on the additional page(s).

The Mortgagor mortgages and warrants to the Mortgagee land located in the 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 SOUTH WEST 1/4 (EXCEPT THE WEST 33 FEET), IN SECTION 35, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 15-33-335-022

COMMON ADDRESS: 830 W. RICHMOND AVE.  
LAGRANGE PARK, IL 60526

together with all easements, improvements, hereditaments and appurtenances 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 \_\_\_\_\_

**HOME EQUITY LINE OF CREDIT DISCLOSURE AND**

Agreement

dated JULY 02, 1996, including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$ 250,000.00, unless the limit is increased and a Notice of Increase is filed in the Office of the Register of Deeds where this Mortgage has been recorded. Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make, future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Register of Deeds where this Mortgage has been recorded, a Notice of Termination of Obligation which shall recite the then 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 Mortgagee, 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 Mortgagee 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 Mortgagee may make under this Mortgage, the Agreement or any other document with respect hereto, 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 hereby.

31.50



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**Additional Provisions.**

Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

**Additional Provisions.**

Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the reverse of pages 1 & 2.

The Mortgagor has executed this Mortgage as of JULY 02, 19 96.

Witnesses:

Signature: X \_\_\_\_\_

Name: \_\_\_\_\_

Signature: X \_\_\_\_\_

Name: \_\_\_\_\_

Mortgagors:

Signature: X *Felix Lampariello*

Name: FELIX LAMPARIELLO

Address: 830 W. RICHMOND AVE.

LAGRANGE PARK, IL 60526

Marital Status: MARRIED TO GAIL LAMPARIELLO

Signature: X *Gail Lampariello*

Name: GAIL LAMPARIELLO

Address: 830 W. RICHMOND AVE.

LAGRANGE PARK, IL 60526

STATE OF ILLINOIS )

) ss.

COUNTY OF DUPAGE )

I, THE UNDERSIGNED certify that

FELIX LAMPARIELLO AND GAIL LAMPARIELLO, HIS WIFE, IN JOINT TENANCY personally known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the instrument

THEIR free and voluntary act, for the uses and purposes therein set forth.

**"OFFICIAL SEAL"**  
PATRICIA A. SHURE  
Notary Public, State of Illinois  
My Commission Expires 3/08/99

*Patricia A. Shure*  
**NOTARY**

Dated 7-6-96, 19\_\_\_\_

This instrument prepared by: CAROL BROWN

Subsequent tax bills are to be sent to the following.

105 S. YORK  
ELMHURST, IL 60126



*Old Kent  
1850 E. Parist  
Kentwood, ME  
419546*

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We will have the rights and remedies provided in this Mortgage, or otherwise provided by law. Our rights and remedies under this Mortgage are cumulative. No right or remedy will be waived by our delayed or partial exercise of any single right or remedy.

**Expenses:** You will pay on demand any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt. In addition, you agree to pay, without limitation, all expenses that we incur in connection with the collection of this Debt, including, but not limited to, documentary evidence, expert witnesses, publication of notices, notices of foreclosure, notices of default, notices of acceleration, notices of non-compliance with the first mortgage, or in protecting our rights and enforcing your obligations under this Mortgage. All such costs and expenses shall become part of the Debt.

**Notices:** Notices to you and to us will be presumed to properly given when mailed to the respective address set forth in this Mortgage, or if delivered personally.

**Other Terms:** This Mortgage is binding on you, your heirs, assigns, personal representatives, successors, and assigns. Any provision of this Mortgage that is not enforceable under applicable law shall not affect the enforceability of any other provision.

**First Mortgage:** If this Mortgage is subject to a first mortgage, the obligations of the first mortgage shall continue until the first mortgage is paid in full. If this Mortgage is not subject to a first mortgage, you agree, whether by acceleration or otherwise, to pay to us on demand the principal and interest on this Mortgage, together with any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt. You agree to provide us with proof of payment of principal and interest on this Mortgage, together with any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt. Your obligation to pay the principal and interest on this Mortgage, together with any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt, shall become part of the Debt. We may rely upon any written notice of default under the first mortgage, or any other written notice of default, as sufficient notice of default under this Mortgage, even if you question or deny the existence, amount or nature of the debt. We may also increase the debt secured by the first mortgage without your consent or notice.

**Assignment of Interest as Purchaser:** You assign and agree to assign to us all of your rights, interests, and claims in and to the first mortgage, together with all of your rights, interests, and claims in and to all land contracts or other agreements by which you are obligated to pay to the first mortgagee, together with all of your rights, interests, and claims in and to the first mortgagee's interest in the first mortgage. You agree to provide us with proof of payment of principal and interest on this Mortgage, together with any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt. Your obligation to pay the principal and interest on this Mortgage, together with any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt, shall become part of the Debt. We may rely upon any written notice of default under the first mortgage, or any other written notice of default, as sufficient notice of default under this Mortgage, even if you question or deny the existence, amount or nature of the debt. We may also increase the debt secured by the first mortgage without your consent or notice.

**Assignment of Leases and Land Contracts:** You assign and agree to assign to us all of your rights, interests, and claims in and to all leases, land contracts, and other agreements by which you are obligated to pay to the first mortgagee, together with all of your rights, interests, and claims in and to the first mortgagee's interest in the first mortgage. You agree to provide us with proof of payment of principal and interest on this Mortgage, together with any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt. Your obligation to pay the principal and interest on this Mortgage, together with any expenses, including attorney's fees, per diem, state and any legal expenses, that we incur in connection with attempting to collect this Debt, shall become part of the Debt. We may rely upon any written notice of default under the first mortgage, or any other written notice of default, as sufficient notice of default under this Mortgage, even if you question or deny the existence, amount or nature of the debt. We may also increase the debt secured by the first mortgage without your consent or notice.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Arlington Heights 1216 E. Central Rd. 708-377-1300 / Chicago 33 N. Dearborn St. 312-853-1191 / Crystal Lake 149 N. Virginia St. 815-455-2501  
Homewood 17430 S. Halsted 708-937-7888 / Libertyville 1641 N. Milwaukee 708-667-4400 / Oak Brook 1200 Harger Rd. 708-954-5601  
Palos Hills 9900 S. Roberts Rd. 708-398-6300 / Skokie 8930 Gross Point Rd. 708-967-0121  
Waukegan 222 N. County St. 708-249-1200 / Wheaton 173 S. County Farm Rd. 708-690-9500

ALTA STATEMENT  
AND  
AFFIDAVIT OF TITLE

File No. 376157

The undersigned mortgagors 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 free 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 better 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, transferees or pledgees thereof against any claim of defense thereto by the heirs, personal representatives or assigns of said makers. Said mortgagors certify that the signatures on said instruments are the true and authentic.

The undersigned certify that no labor and materials 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 statements or lien waivers furnished MID AMERICA TITLE COMPANY or the lender are accurate and authentic; that all management fees are paid in full.

That the parties to this transaction never made an assignment for the benefit 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 affiants by reason of which they may become personally liable; that there are no unpaid state or federal tax liens against the affiants; that there are no divorce proceedings in any jurisdiction against any of the affiants which may adversely affect title to this property.

That the parties to this transaction have not done anything or suffered anything to be done 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 mortgages, trust deeds or other liens, recorded or unrecorded, which affect the title 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 been questioned or disrupted; that the location of the improvements thereon are within the lot lines and that there are no encroachments of driveway, fences or other structures from or onto adjoining property; that all building and zoning ordinances and all restrictions, covenants, conditions, and building lines affecting said property have been complied with; that all utility bills, weed liens, homeowners' association bills and other obligations to the property are paid; that there are no chattel mortgages, conditional bills of sale, assignments of beneficial interests in land trusts to secure debts or financing statements affecting any appliances, equipment or fixtures now installed on said premises; that there are no special assessments, lien sales, tax sales or drainage district assessments other than those shown on the commitment for title insurance; that there are no real estate contracts pending or outstanding 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 loan. 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.

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The undersigned hereby certify that all transfer taxes have or will be paid and that all municipal inspections, if any, required by local ordinance have been completed.

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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 transferor(s) (Seller) 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 transferor(s) (Seller) called for by Section 1445 of the Internal Revenue Code or the certification is not required by reason of the transferred property being residence to be occupied by the transferee(s) (Buyers) and the amount being realized for the property does not exceed \$200,000.00; or the transferee(s) have received a qualifying statement from the transferor(s) sellers as described in Section 1445 of the Internal Revenue Code.

The transferor(s) (Seller) are required by law to provide MID AMERICA TITLE COMPANY with the transferor(s) (Seller) 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 consummate this transaction.

State exceptions, if any:

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer's identification number.

Date 7/02/96

MORTGAGOR(S) BUYER(S)

SELLER(S)

Felix Lampariello (Seal) Social Security # 347-44-6269

(Seal) Social Security #

Gail Lampariello (Seal) Social Security # 336-40-8068

(Seal) Social Security #

CORPORATIONS

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be signed by its \_\_\_\_\_ President and attested by its \_\_\_\_\_ Secretary under its corporate seal on the above date

By \_\_\_\_\_ President

By \_\_\_\_\_ President

ATTEST \_\_\_\_\_ Secretary

ATTEST \_\_\_\_\_ Secretary

Tax Identification # \_\_\_\_\_

Tax Identification # \_\_\_\_\_

TRUSTEES

The above statements are made by \_\_\_\_\_ not personally but as Trustee under the trust agreement known as Trust No. \_\_\_\_\_, on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

The above statements are made by \_\_\_\_\_ not personally but as Trustee under the trust agreement known as Trust No. \_\_\_\_\_, on the above date by virtue of the written authority and direction of the beneficiaries under the trust.

(Seal)

(Seal)

Tax Identification # \_\_\_\_\_

Tax Identification # \_\_\_\_\_

STATEMENT OF LENDER OR ITS AGENT

The undersigned lender certifies that the proceeds of the loan to be insured by this policy were fully disbursed to or on the order of the mortgagor(s) \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and that to the best of the undersigned's knowledge the proceeds are not to be used to pay for future improvements or repairs.

Loan No. \_\_\_\_\_

96546829