

# UNOFFICIAL COPY

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1999-04-15 13:49:13  
Cook County Recorder 29.00



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H99011949

## The First National Bank Of Chicago

### Mortgage - Installment Loan or Line of Credit (Illinois Only)

Loan Number: 1116206337675

This Mortgage is made on April 05, 1999, between the Mortgagor(s)  
OLEGARIO BANUELOS AND ROSA BANUELOS, HIS WIFE

whose address is 1280 WHEELING RD MOUNT PROSPECT, IL 60056 and the Mortgagee  
The First National Bank Of Chicago whose address is  
One First National Plaza  
Chicago, Il 60670

#### (A) Definitions.

- (1) The words "borrower," "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we," "us," "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

#### (B) Amount Owed, Maturity, Security

If you signed the agreement described in this paragraph, you owe the Bank the maximum principal sum of \$20,000.00 plus interest thereon, and any disbursements made to you or on your behalf by the Bank for the payment of taxes, special assessments or insurance on the real property described below with interest on such disbursements, pursuant to a Home Equity Loan Agreement or Mini Equity Loan Agreement ("Agreement") dated April 05, 1999, which is incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, if not sooner due pursuant to the Agreement, no later than April 10, 2004.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, and all extensions, amendments, renewals or modifications of your Agreement (all of the foregoing not to exceed twice the maximum principal sum stated above), you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the \_\_\_\_\_ of Mount Prospect, Cook, County, Illinois as described below:

**BOX 333-CT1**

SEE ATTACHED

Permanent Index No. 03-27-402-010

Property Address: 280 WHEELING RD MOUNT PROSPECT, IL 60056

**(C) Borrower's Promises.** You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured with an insurance carrier acceptable to us against loss or damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially designated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

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**CHICAGO TITLE INSURANCE COMPANY**  
**EQUITY SEARCH PRODUCT**

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CTIC ORDER NO.: 1408 H99011949

**D. LEGAL DESCRIPTION:**

PARCEL 1: THE EAST 53.83 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, OF THE FOLLOWING DESCRIBED TRACT: THE EAST 12.00 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF OF THE MOST SOUTHERLY 30.00 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF OF THE FOLLOWING DESCRIBED TRACT THAT PART OF LOTS 1, 2, 3 AND OUTLOT 'A' IN BRICKMAN MANOR, FIRST ADDITION, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 27 AND PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 75.00 FEET TO A POINT 5.00 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 1, A DISTANCE OF 100.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOTS 1 AND 2, A DISTANCE OF 21.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 2, A DISTANCE OF 24.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOTS 1 AND 2 A DISTANCE OF 30.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF LOT 2 AND SAID LINE EXTENDED, A DISTANCE OF 152.92 FEET TO THE WEST LINE OF OUTLOT 'A'; THENCE NORTH OF THE WEST LINE OF OUTLOT 'A', A DISTANCE OF 129.59 FEET TO THE NORTHWEST CORNER OF OUTLOT 'A'; THENCE EASTERLY ALONG THE NORTH LINE OF OUTLOT 'A' AND THE NORTH LINE OF LOT 1, A DISTANCE OF 277.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 12.00 FEET OF THE EAST 36.00 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, OF THE MOST SOUTHERLY 30.00 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, OF THE FOLLOWING DESCRIBED TRACT: THAT PART OF LOTS 1, 2, 3 AND OUTLOT 'A' IN BRICKMAN MANOR FIRST ADDITION, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 27 AND PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 75.00 FEET TO A POINT 5.00 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1; THENCE WEST PARALLEL WITH THE SOUTH LINE OF LOT 1, A DISTANCE OF 100.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOTS 1 AND 2, A DISTANCE OF 21.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 2, A DISTANCE OF 24.00 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF LOTS 1 AND 2, A DISTANCE OF 30.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF LOT 2 AND SAID LINE EXTENDED, A DISTANCE OF 152.92 FEET TO THE WEST LINE OF OUTLOT 'A'; THENCE NORTH ON THE WEST LINE OF LOT OUTLOT 'A' A DISTANCE OF 129.59 FEET TO THE NORTHWEST CORNER OF OUTLOT 'A'; THENCE EASTERLY ALONG THE NORTH LINE OF OUTLOT 'A' AND THE NORTH LINE OF LOT 1, A DISTANCE OF 277.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

BORROWER'S NAME:

- (D) **Hazardous Substances.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) **Default.** If you do not keep the promises you made in this Mortgage or in any prior existing mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies on default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property (or if Mortgage is a land trust, you accept any assignment of the beneficial interest) without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead.** You waive all right of homestead exemption in the Property.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.

X Olegario Banuelos  
Borrower: OLEGARIO BANUELOS  
X Rosa Maria Banuelos  
Borrower: ROSA M BANUELOS

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
COUNTY OF )

I, DOROTHY BARNES, a notary public in and for the above county and state, certify that

OLEGARIO BANUELOS AND ROSA BANUELOS, HIS WIFE  
\_\_\_\_\_  
\_\_\_\_\_

personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 5th day of April 2009



X Dorothy Barnes

Drafted by:  
TINA M. SALGADO  
Mail Suite 2028  
Chicago, IL 60670-2028

Notary Public, COOK County, Illinois  
My Commission Expires: 6-4-01

When recorded, return to:  
Retail Loan Operations  
1 North Dearborn-17th Floor  
Mail Suite 0203  
Chicago, IL 60670-0203