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IDENTIFIED
No.
CAROL WINSELEY BRAUN
Kenny

RESULT OF SEARCH:

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

Property of Cook County Clerk's Office

CAROL WINSELEY BRAUN
Kenny

4-17-98 m.p.

30 APR 17 PM 1:02

103-873583

None
None

779715

DATE OF SEARCH:

PRESENT PARTIES IN INTEREST:
MAGURAY, DAVID BRUCE
MAGURAY, DEBRA L

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

134335

FORM 4111

2-2-90

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Property of Cook County Clerk's Office

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NOTE IDENTIFIED

AMERICAN NATIONAL BANK OF LANSING

3115 Ridge Road, Lansing, Illinois 60438

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HOME EQUITY CREDIT LINE MORTGAGE

THIS MORTGAGE (the "Mortgage") is made as of this day of APRIL 1990 between DAVID BRIAN MARGARY and DEBRA L. MARGARY, married to each other and AMERICAN NATIONAL BANK OF LANSING, 3115 Ridge Road, Lansing, Illinois 60438.

ARTICLE I DEFINITIONS

1. Definitions. The following terms shall have the following meanings, applicable equally to the singular and plural forms of each term.

(a) Agreement. The Agreement and the Mortgage, dated as of the same date as this Mortgage. The agreement provided for a floating rate, open-end credit line pursuant to which Mortgagee makes Loans, as defined in the Agreement, up to the Credit Limit and Mortgagee repays.

(b) Credit Limit. The Credit Limit, as specified in the Agreement is \$23,000.00. Mortgagee along with monthly finance charges due, if any.

(c) First Mortgage. The Mortgage against the Land dated February 1, 1990 as recorded in the office of Registrar of Deeds of Cook County

(d) First Mortgagee. The holder of the First Mortgage.

(e) Improvements. Any and all buildings or structures of any nature whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(f) Indebtedness. The indebtedness of Borrower, jointly and severally, and all other indebtedness of Mortgagee to Mortgagee under any other agreement, whether such Loans are obligatory or voluntary, for the term indebtedness shall include not only presently existing indebtedness under the Agreement, but also any indebtedness which may be incurred hereafter.

(g) Land. The real property located at 18123 Lorenz, Lansing, IL 60438.

(h) Loans. Loans made on the date of execution of this Mortgage, although there may be no loan made at the time of execution of this Mortgage.

(i) Mortgages. All mortgages, liens, claims, charges, encumbrances, or other interests of any nature whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(j) Personal Property. All personal property owned by Mortgagee and located on the Land.

(k) Property. All real estate, personal property, fixtures, furnishings, and other contents located on the Land, together with the fixtures and improvements thereon, and all other interests in the Land.

(l) Repairs. All repairs, maintenance, and improvements, including painting, plumbing, electrical, and other work, which may be required to maintain the Property in good condition.

(m) Taxes. All taxes, including property taxes, and all other taxes, levied on the Property, together with all interest thereon.

(n) Title. The title to the Property, together with all interests therein, and all other interests in the Property, together with all other interests in the Property.

(o) Title Insurance. Title insurance, including title insurance, issued by a title insurance company, covering the Property.

(p) Title Commitment. A title commitment, including a title commitment, issued by a title insurance company, covering the Property.

(q) Title Policy. A title policy, including a title policy, issued by a title insurance company, covering the Property.

(r) Title Search. A title search, including a title search, conducted by a title insurance company, covering the Property.

(s) Title Work. All title work, including title work, conducted by a title insurance company, covering the Property.

(t) Title Insurance Policy. A title insurance policy, including a title insurance policy, issued by a title insurance company, covering the Property.

(u) Title Insurance Commitment. A title insurance commitment, including a title insurance commitment, issued by a title insurance company, covering the Property.

(v) Title Insurance Policy. A title insurance policy, including a title insurance policy, issued by a title insurance company, covering the Property.

(w) Title Insurance Commitment. A title insurance commitment, including a title insurance commitment, issued by a title insurance company, covering the Property.

(x) Title Insurance Policy. A title insurance policy, including a title insurance policy, issued by a title insurance company, covering the Property.

(y) Title Insurance Commitment. A title insurance commitment, including a title insurance commitment, issued by a title insurance company, covering the Property.

(z) Title Insurance Policy. A title insurance policy, including a title insurance policy, issued by a title insurance company, covering the Property.

(aa) Title Insurance Commitment. A title insurance commitment, including a title insurance commitment, issued by a title insurance company, covering the Property.

5. Negative Covenants. Until the entire indebtedness shall have been paid in full, Mortgagee covenants and agrees as follows:
5.1 Use Restrictions. Mortgagee shall not use the Mortgaged Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or ordinance...

ARTICLE V
NEGATIVE COVENANTS

4. Affirmative Covenants. Until the entire indebtedness shall have been paid in full, Mortgagee hereby covenants and agrees as follows:
4.1 Compliance With Laws. Mortgagee shall comply and faithfully and fully conform to and obey or control by appropriate proceedings in good faith all present, and use the best efforts as to future, laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of directors...

ARTICLE VI
AFFIRMATIVE COVENANTS

3.7 Environmental Indemnity. Mortgagee shall indemnify and hold Mortgagee harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Mortgagee on account of (i) the location on the Land or improvements of any chemical, material, substance, or contaminant (including without limitation, oil, petroleum products, asbestos, urea, formaldehyde, lead, radon, radium, uranium, and other radioactive materials)...

3873588

David Brian Magurany
Debra T. Magurany REGISTRY DEBRA T. MAGURANY
18123 Lorenz
Danbury, CT 06438
3873288
3873288

11 to the Mortgagee:
addressed as follows or at such other address as may be designated by notice as provided herein:
and shall be deemed properly delivered three days after deposit hereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid and in writing.
9.6. Notice, except for any notice required under applicable law, to be given in another manner, any notice to Mortgagee provided for in this Mortgage shall be in writing may have under the homestead exemption law of the State of Illinois.
9.7. Waiver of Homestead: Mortgagee covenants that the Mortgaged Property is not occupied as a homestead and waives all rights and benefits which Mortgagee has or set forth herein.
9.8. Incorporation of Agreement: Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully and each acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.
9.9. Acceptance: Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, allocability or legal effect of the same, or of any term, provision or condition thereof, Mortgagee or the commission, including (but not limited to) any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey of land, and a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Security Documents and to subject 9.5. No Representations by Mortgagee: By accepting or approving anything required to be observed, performed or fulfilled, or to be given, to Mortgagee, pursuant to this 9.4. Loan Expenses: Mortgagee shall pay all applicable costs, expenses and fees set forth in the Agreement.
9.5. No Representations by Mortgagee: By accepting or approving anything required to be observed, performed or fulfilled, or to be given, to Mortgagee, pursuant to this must be given to protect Mortgagee, at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgagee shall reasonably request, 9.3. Recording and Filing: Mortgagee shall, at all times, cause those Security Documents and all supplements thereto, additions, amendments, substitutions, modifications or alterations to the hereof, any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, amendments or alterations to subject a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Security Documents and to subject 9.2. Further Assurances: Mortgagee shall, upon the reasonable request of Mortgagee, execute, acknowledge and deliver such instruments (including, without limitation, loan and the assumption and covenant, and shall continue in full force and effect until the indebtedness shall have been paid in full.
9.1. Survival of Warranties and Covenants: The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the

ARTICLE IX MISCELLANEOUS

8.1. Condemnation: In the event of the taking by eminent domain, judicial proceedings or the like of any part or all of the Mortgaged Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation (to such taking shall be paid to Mortgagee for application (in the inverse order of maturity) on the indebtedness, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Agreement.

ARTICLE VIII CONDEMNATION

7.7. Discardment of Proceedings: In case Mortgagee shall have proceedings to enforce its obligations under the Security Documents and Mortgagee shall have been discontinued or abandoned for any reason, then in every such case, Mortgagee and the lender shall be restored to their former position and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.
7.8. Waiver of Redemption, Notice and Marshaling: Mortgagee hereby waives and releases, Mortgagee hereby waives and releases, the maximum extent permitted by the laws of the State of Illinois, all benefits that might accrue to Mortgagee by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or proceeding for any appraisal, valuation, stay of execution, exemption from civil process, sequestration or extension of time for payment.
(b) unless specifically required herein or in any of the other Security Documents, all notices of Mortgagee's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise or any option to remedy under the Agreement or the Security Documents; and
(c) any right to have the Mortgaged Property marshaled.

ARTICLE VII REMEDIES

7.1. Remedies: If an Event of Default shall occur and be continuing, Mortgagee may, in its option, either providing Mortgagee with at least 30 days advance notice of an opportunity period to cure, the Event of Default, exercise any, some or all of the following remedies:
7.1.1. Acceleration: Mortgagee may declare the unpaid portion of the indebtedness to be immediately due and payable, without further notice or demand (each of which is expressly waived by Mortgagee), whereupon the indebtedness shall become immediately due and payable, anything in the Security Documents to the contrary notwithstanding; provided that the unpaid portion of the indebtedness shall be immediately and automatically due and payable without action of any kind and part of the Mortgagee.
7.1.2. Enforcement of Mortgage: Mortgagee, with or without notice, personally or by its agents or attorneys, insofar as applicable, may:
(a) sell the Mortgaged Property and all estate, right, title, and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more times, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law;
(b) institute proceedings for the complete foreclosure of this Mortgage;
(c) take steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law, or for the specific performance of any covenant, condition or agreement in the Agreement or in this Mortgage; or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall see fit; and/or
(d) enforce this Mortgage in any manner permitted under the laws of the State of Illinois.
7.1.3. Recovery: Mortgagee may apply to the court in which a proceeding is pending for the enforcement of this Mortgage to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits thereon and apply the same as the court may direct, such receiver to have all the rights and powers granted under the laws of the State in which the Mortgaged Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value of the occupancy of the Mortgaged Property or the solvency or insolvency of Mortgagee. The reasonable expenses, including receiver's fees, counsel's fees, costs and agent's commission, incurred pursuant to the powers herein conferred shall be secured hereby.
7.2. Other: If Mortgagee in the due observation or performance of any of the obligations in accordance with this Mortgage, Mortgagee may exercise any remedy available to Mortgagee under applicable law.
7.3. Remedies Cumulative and Alternative: The rights and remedies herein provided are cumulative and concurrent and may be pursued separately, successively or together against Mortgagee or the Mortgaged Property, or any one of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion may arise, all to the maximum extent permitted by applicable laws, rules and regulations. If Mortgagee decides to proceed under one right or remedy under this Mortgage or the Agreement, it is a failure to exercise such right or remedy shall not be construed as a waiver or release thereof. Nothing in the Agreement or this Mortgage shall effect Mortgagee's obligations to pay the indebtedness and perform the obligations in accordance with the terms hereof.
7.4. Credit of Mortgage: Upon any sale made under or by virtue of the Article VII, whether made under the power of sale herein granted or by virtue of judicial proceedings or a judgment or decree of foreclosure, said sale, Mortgagee may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness the amount of Mortgagee's bid.
7.5. No Conditions Precedent to Exercise of Remedies: Neither Mortgagee nor any other person now or hereafter obligated for payment of all or any part of the indebtedness shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any other person or any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or the Agreement, or by reason of the release, regardless of consideration, of all or any part of the Security Documents for the indebtedness, or by reason of any agreement or modification of the Mortgage or Agreement, unless expressly released and discharged in writing by Mortgagee.
7.6. Waiver of Redemption, Notice and Marshaling: Mortgagee hereby waives and releases, the maximum extent permitted by the laws of the State of Illinois, all benefits that might accrue to Mortgagee by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or proceeding for any appraisal, valuation, stay of execution, exemption from civil process, sequestration or extension of time for payment.
(a) all benefits that might accrue to Mortgagee by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or proceeding for any appraisal, valuation, stay of execution, exemption from civil process, sequestration or extension of time for payment.
(b) unless specifically required herein or in any of the other Security Documents, all notices of Mortgagee's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise or any option to remedy under the Agreement or the Security Documents; and
(c) any right to have the Mortgaged Property marshaled.

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CAROL ROUSELEY BRAUN
REGISTRAR OF TITLES

BANK OF LANSING
3115 RIDGE ROAD
LANSING, ILL. 60438

Address
Deed
Notified

3873588

My Commission Expires

10-2-91

OFFICIAL SEAL
MARGEAU A. PHIPPS
Notary Public, State of Illinois
My Commission Expires 10-2-91

GIVEN under my hand and Notarial Seal this 13th day of April, A.D. 1990

known to me to be the same person whose names are subscribed to the foregoing instrument and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

David Brian Nagurny and Debra T. Nagurny, his wife

STATE OF ILLINOIS

County of Cook

Lansing, IL 60438

3115 Ridge Road

American National Bank of Lansing

Margau Phipps c/o

Charles J. Manlowert, Vice-President

Witness

Debra T. Nagurny

David Brian Nagurny

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

amend and supplement the covenants and agreements of this Mortgage.

9.17 Riders. If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall

to, read upon strict performance, by Mortgagee of any and all of them.

Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Mortgagee shall have the right thereafter

9.15 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or any of the Security

9.14 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

agreements which enforcement of the change, waiver, discharge or termination is asserted.

9.13 Modification. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party

any respect, the validity of the remaining Obligations or provisions of this Mortgage shall be in no way affected, prejudiced or disturbed hereby.

9.12 Severability. In case any one of the Obligations or the provisions of this Mortgage or of the Agreement shall be determined to be invalid, illegal or unenforceable in

Agreement, without that Mortgagee's consent.

and (c) agrees that Mortgagee and any other Mortgagee may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the

9.11 Multiple Mortgages. Mortgagee's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-owns this Mortgage but does not

9.10 Successors and Assigns. All terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagee and Mor-

9.9 Covenants Running With the Land. All covenants contained in this Mortgage shall run with the Land.

American National Bank of Lansing
3115 Ridge Road
Lansing, Illinois 60438
Attention: Home Equity Loan Division

If to the Mortgagee:

PROPERTY OF COOK COUNTY OFFICE