

STATUTORY FEDERAL TAX LIEN SEARCH

904928

PRESENT PARTIES IN INTEREST:

DATE OF SEARCH:

Carmen Caprio Jr  
Pamela S. Caprio

RESULT OF SEARCH:

none  
none

6-22-90 57  
791093

50 JUN 22 PM 2:42

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

Property of Cook County Clerk's Office

NOTE IDENTIFIED

# First Illinois "Home Equity" Mortgage

THIS MORTGAGE is made this 16th day of March, 1990, by the undersigned ("Borrower") in favor of First Illinois Bank of Willowbrook ("Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and no/100 Dollars (\$ 50,000.00) which indebtedness is evidenced by Borrower's "Home Equity" Line of Credit Mortgage Note dated March 16, 1990 ("Note") providing for monthly installments of interest, with the balance of the indebtedness, if not sooner paid, due and payable on the last business day of the sixtieth (60th) full calendar month following the date of this Mortgage;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note (which at inception is in excess of \$5,000.00), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and in the Loan Agreement of even date between Lender and Borrower or its beneficiary, if applicable ("Agreement"), which terms and provisions are incorporated herein, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 18 hereof ("Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois legally described on Exhibit "A" attached hereto, which has the address of 471 Dorothy Drive, Des Plaines, IL ("Property Address");

Lot 153 in Pleasant Manor Estates Unit Number 2, a subdivision of that part lying north of Algonquin Road of the southeast 1/4 of the northwest 1/4 of Section 24, Township 41 North, Range 11, lying east of the third principal meridian, in Cook County, Illinois.

P.I.N. 08-24-116-003

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c/k/a 471 Dorothy Drive, DesPlaines, IL

indebtedness evidenced by the Note, all additional expenses and advances pursuant or therein provided, and late charges as provided in the Note, Agreement and the principal of and interest on any Future Advances secured by this Mortgage.

- Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage other than the Prior Mortgage (and as to said Prior Mortgage shall pay all installments promptly); provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property of any part thereof.
- Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and the Prior Mortgage.

Instrument Prepared by:  
and to be returned to:

Bruce H. Green  
First Illinois Bank of Willowbrook & TRUST  
730 Plainfield Road  
Willowbrook, IL 60521

Real Estate Tax I.D. No(s):

08-24-116-003

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Upon acceleration under paragraph 16 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.

- 18. **Future Advances.** Upon request of Borrower (or Borrower's beneficiary, if applicable), Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that the said notes are secured hereby and all such advances shall be secured by the priority of this mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed twice the original amount of the Note.
- 19. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and if required by law shall pay all applicable expenses including recording fees relative thereto. Borrower shall, however, pay a release fee to Lender in an amount specified in the Loan Agreement of even date executed by Borrower (or its beneficiary, if applicable).
- 20. **Waiver of homestead.** Borrower hereby waives all right of homestead exemption in the Property.
- 21. **Exculpatory.** In the event the Borrower executing this Mortgage is an Illinois land trust, this Mortgage is executed by Borrower, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Borrower hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Borrower personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Borrower is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

BORROWER:

(x) Carmen Caprio  
Carmen Caprio, Jr.

(x) Pamela S. Caprio  
Pamela S. Caprio

For information Purposes:

Prior Mortgage in favor of: \_\_\_\_\_

Recorded on \_\_\_\_\_, 19\_\_\_\_, as Document No.: \_\_\_\_\_

Original Debt: \$ \_\_\_\_\_ Present Debt: \_\_\_\_\_

State of Illinois )

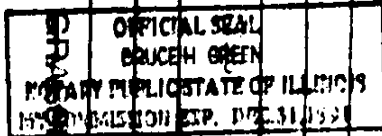
Country of Cook )

I, Bruce H. Green, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Carmen Caprio, Jr. and Pamela S. Caprio his wife

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as the \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the \_\_\_\_\_

Given under my hand and notarial seal this 23rd day of JULY, 1980



Notary Public

Commission Expires: \_\_\_\_\_

CHICAGO TITLE INS.

182168C

DUPLICATE

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Real Estate Tax I.D. No. 82

08-24-116-003

WILLIAMSBROOK, IL 60521

730 Plainfield Road

First Illinois Bank of Williamsbrook & Trust

Bruce H. Green

Instrument Prepared by: and to be returned to:

1. Payment of Principal and Interest. Borrower shall promptly pay with interest the principal of and interest on the indebtedness evidenced by the Note, all additional expenses and advances herein or therein provided, and late charges as provided in the Note, Agreement and the principal of and interest on any Future Advances secured by this Mortgage.
2. Charges, Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach in a priority over this Mortgage. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage other than the Prior Mortgage (and as to said Prior Mortgage shall pay all installments promptly provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or foreclosure of the Property of any part thereof.
3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage and the Prior Mortgage.

UNIFORM COVENANTS. Borrower covenants and agrees in favor of Lender as follows:

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except the prior mortgage, if any, hereinafter referred to ("Prior Mortgage"), and that Borrower will defend generally the title to the Property against all claims and demands, subject to any declarations, assessments or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property acceptable to Lender in its reasonable discretion.

TOGETHER with all improvements now or hereafter erected on the property, and all assessments, right, appurtenances, rents, 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 are herein referred to as the "Property".

THIS MORTGAGE is made this 16th day of March, 19 20, by the undersigned ("Borrower"), in favor of First Illinois Bank of Williamsbrook ("Lender"),

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's "Home Equity"

First Illinois "Home Equity" Mortgage

NOTE IDENTIFIED

First Illinois Bank of Williamsbrook & Trust

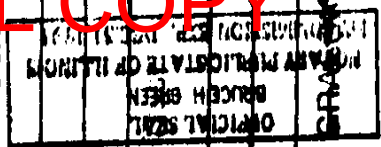
0 3 8 9 1 2 8 7

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TH-4(WB)-11/86

DUPLICATE



CHICAGO TITLE INS

Property

DO HEREBY CERTIFY THAT I, Bruce H. Green, a Notary Public in and for said County, in the State of Illinois, personally known to me to be the same person as the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as purpose therein set forth, including the release and waiver of the right of homestead and free and voluntary act, for its uses and Given under my hand and notarial seal this 23rd day of October, 1987

State of Illinois )  
County of Cook )

Recorded on \_\_\_\_\_, 19\_\_\_\_, as Document No. \_\_\_\_\_  
Original Debt: \$ \_\_\_\_\_  
Present Debt: \_\_\_\_\_  
Prior Mortgage in favor of: \_\_\_\_\_  
For information purposes:

BORROWER:  
(X) Pamela S. Caprio  
(X) Garnet Caprio, Jr.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage and if required by law shall pay all applicable expenses including recording fees relative thereto. Borrower shall, however, pay a release fee to Lender in an amount specified in the Loan Agreement or even date executed by Borrower (or its beneficiary, if applicable).
  19. Future Advances. Upon request of Borrower (or Borrower's beneficiary, if applicable), Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that the said notes are secured hereby and all such advances shall be secured by the priority of this mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed twice the original amount of the Note.
  20. Borrower of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
  21. Execution. In the event the Borrower executing this Mortgage is an Illinois land trust, this Mortgage is executed by Borrower personally, but as Trustee thereof in the exercise of the power and authority conferred upon and vested in, as such Trustee and the Borrower hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Borrower personally to pay the Note or any interest, late charge or premium that may accrue thereon, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Borrower is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereby shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.
- 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.

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8. **Borrower Not Released.** Extension of the time for payment or modification or amortization of the sums secured by 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
9. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy 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.
10. **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.
11. **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. 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.
12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
13. **Governing Law; Severability.** This Mortgage shall be governed by the Law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407; and 312.2. In the event that any provisions or clauses of this Mortgage, the Note or Loan Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Loan Agreement or Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage, the Note and Loan Agreement are declared to be severable.
14. **Borrower's Copy.** Borrower (or Borrower's beneficiary, if applicable) shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.
15. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein (including beneficial interest in the land trust, if applicable) is sold, assigned, transferred or further encumbered by Borrower or its beneficiary (including modification or amendment of the Prior Mortgage to increase the indebtedness thereby secured) without Lender's prior written consent, or the Property is no longer the principal residence of Borrower or its beneficiary, if applicable, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.  
*If the Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.*
16. **Acceleration; Remedies.** Upon Borrower's (or Borrower's beneficiary, if applicable) breach of any covenant or any covenant or agreement of Borrower in the Loan Agreement, Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Note or Agreement, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence and title reports.
17. **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 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable, provided, however, that such rents are applicable to that portion of the Property not occupied as the principal residence of Borrower or its beneficiary, if applicable.

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... to collect and apply the proceeds, at Lender's option, either to  
Unless Borrower and Lender otherwise agree in writing, any such application of proceeds to principal shall not  
extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change  
the amount of such installments.