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CHICAGO TITLE INS.

RESULT OF SEARCH:

INTENDED GRANTEES OR ASSIGNEES:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

DATE OF SEARCH:

795434  
7-20-90

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Property of Cook County Clerk's Office

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Home Equity Line of Credit  
Revolving Credit Mortgage

3899282

Old Kent Bank - Chicago  
Sears Tower  
Chicago, Illinois 60606

THIS MORTGAGE IS dated as of June 14, 1990

Edward Mangtariolo married to Rosa

Mangtariolo ("Mortgagor")  
233 south Wacker Drive, Chicago, Illinois ("Mortgagor")

**NOT RECORDED**

Mortgagor has executed a Home Equity Line of Credit Revolving Credit Note, dated as of date hereon and payable to the order of the Mortgagor in the amount of

Dollars (\$ 15,000.00

Interest on the Note shall be calculated and payable as provided therein. The interest unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. The Note and this Mortgage are made pursuant to a certain Home Equity Line of Credit Agreement and Federal Truth in Lending Disclosures, dated of even date herewith (the "Loan Agreement"), between Mortgagor and Mortgagor.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note and the Loan Agreement, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagor, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook and State of Illinois, legally described as follows:

Lot Thirty Three (33) in Block 4 in W. R. Kaiser and Company's Arcadia Park, a subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 39 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

Property Address: 1419 S. Ridgeland Ave.

Berwyn, Illinois 60402

Property Index No.: 16-20-115-008

which is referred to herein as the "Premises," together with all improvements, buildings, tenements, hereditaments, gas, oil, minerals, gas-fixture, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

Further, Mortgagor does hereby pledge and assign to Mortgagor, all leases, written or oral, issues and profits of the Premises, including without limitation, all rents, issues, profits, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits or money as advance rent or for security, under any and all present or future leases of the Premises, together with the right, but not the obligation, to collect, demand, sue for and recover the same when due or payable. Mortgagor by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagor the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such assets.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made as at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. All advances hereunder shall have the same priority.

Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, keep the Premises free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagor; (d) complete within a reasonable time any building or buildings now under construction on the Premises; and (e) comply with all requirements of all laws or municipal ordinances which apply to the Premises.
2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagor duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
3. Upon the request of Mortgagor, Mortgagor shall deliver to Mortgagor all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagor, which assignments shall be in form and substance satisfactory to Mortgagor. Mortgagor shall not, without Mortgagor's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereon, to the reduction of the indebtedness secured hereby and Mortgagor, is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
4. No remedy or right of Mortgagor hereunder or under the Loan Agreement shall be exclusive. Each right or remedy of Mortgagor with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagor in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagor.
5. Mortgagor shall maintain, with respect to the Premises and all buildings and improvements now or hereafter situated on the Premises, property damage insurance which shall cover, without limitation, loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagor. If the Premises is located in a flood hazard zone, Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood. Each insurance policy shall be for a amount sufficient to pay in full the cost of replacing or repairing the building and improvements on the Premises, which amount shall in no principal amount of all prior notes secured in whole or in part by the Premises. Mortgagor shall also obtain habitability insurance with respect to the Premises in an amount which is acceptable to Mortgagor. All policies shall be issued by companies satisfactory to Mortgagor and Mortgagor shall deliver same to Mortgagor. Each insurance policy shall be payable in case of loss or damage to Mortgagor. In the event that Mortgagor fails to contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagor, in the event that Mortgagor fails to provide any such required insurance or if such insurance is not acceptable to Mortgagor, Mortgagor may obtain such insurance and the cost thereof shall be paid by Mortgagor, as provided in the Loan Agreement. In case of insurance about to expire, Mortgagor shall deliver to Mortgagor renewal policies not less than ten (10) days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' or written notice to Mortgagor.
6. Upon Default by Mortgagor hereunder, Mortgagor may, but is not required to, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagor, and Mortgagor may, but is not required to, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagor may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, or pay any tax or assessment. All monies paid for any of the purposes herein, including legal fees, and any other funds advances by Mortgagor to protect the Premises or the lien hereon, plus reasonable compensation authorized and all expenses paid or incurred in connection therewith, may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagor shall under no circumstances constitute a waiver of any right accruing to Mortgagor on account of any Default hereunder on the part of the Mortgagor.
8. Mortgagor makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, assessments, charges, liens, security interests or encumbrances, received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or claim of any of the foregoing.

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