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BY: Assistant Trust Officer

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ATTEST:

Commercial National Bak of Chicago

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personally are concerned, the holder or folders of the Agreement and the owner of any indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment therein provided, by the enforcement of the lien hereby created, in the manner herein provided, by action against any other security given to secure the payment of the Agreement and by action to enforce the personal liability of any signatory to this Agreement.

personally to pay any amount due payable pursuant to the Adreement or hereunder, or to perform any covenant, either express or implied, herein and by every person now or 'e eafter claiming any right or security hereunder and that so far as said Truitee and said

Commercial National Bank of Chicago

hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or 'n the Agreement contained shall be construed as creating any liability on said Trustee or on said

Commercial National Bank of Chicago

Commercial National Bank of Chicago Trust #921 dated

August 24, 1987

in the exercise of the power and authority conferred upon and vested in

it as such Trustee

(and said

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22. **Obligations of Borrower's Beneficiary.** All covenants and agreements of Borrower contained herein shall be binding upon the beneficiary or beneficiaries of the Borrower and any other party claiming any interest

in the Property under the Borrower.

UNOFFICA DENTIES NOTE IDENTIFIED WE EQUITY LINE OF CREDIT MORTGAGE

This	Home Equity Line o	f Credit Mortg	age is made this _	23rd	day of		Apr	<u>·il</u>	19 90	, between t	ne Mortgagor	·
	Commer	cial Nat	ional Bank	of Ch	icago	Trust	#921	dated	August	24, 19	87, not	<u>individua</u>
(herein L		SSETH:										
WHERE	AS, Borrower and L	ender have e	ntered into a CON	MERCIAL	, NATION	IAL BANH	OF CHI	CAGO Ho	ome Equity	Line of Cred	it Agreemeni	and Disclosure
Statemen	nt (the "Agreement")	dated	April 23,	, 19 _	90_ , pu	rsuant to	which Bo	mower ma	ay from time	e to time un	M Apri	1 23,
Man /"140"	97 , borrow from timum Credit") plus nt. All amounts bor	interpet inter	act on the cume	horrowed	nursuant	in the Ar	inamant	IS DAVAD	ile al lho la	te and at t	000.00 he times pro eement, mus	vided for in the
	April 23, ns is defined in the	greement (th	_	Date")								
with inter	SECURE to Lende est thereon, advanc contained herein an	ed in accord	ance berewith to a	protect the) secuniv	of this M	lortdade.	and the	performanc	:e or the co	venants and	agreements of
County o	Cook		State of Illinoi	s:								
	Moehling' the Third	s Subdiv Princip	olf Point, a sision in Stal Meridian 17, 1911, a	ection n, in (7 & 8 Cook C	ounty,	nship , Illi	41 No.	rth, Ra	nge 12,	East of	£
Permaner	nt Tax Number:	09-07-	201-014									
which has	the address of		ikiki Drive	. Des	Plain	es, Il	linio	s		<i>-</i>		
	(Th	e * Property Ad	Gress ")									

TOGETHER with all the improvements now or hereafter erect dicin the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all or reseatter attached to the property, all of which, including replacements and additions therefor, shall be deemed to be and remain a part of the property develope this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate herely corveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements or restrictions fisted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows

- 1 Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest of the indebtedness incurred pursuant to the Agreement, together with any fees and charges as provided in the Agreement
- 2 Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph thereof shall be applied by Lender first in payment of any lees and charges payable pursuant to the Agreement, then to any advance made by Lender pursuant to this Mortgage, then to interest, payable pursuant to the Agreement, and then to the principal amounts outstanding under the Agreement.
- Charges; Llens. Borrower shall pay or cause to be paid all taxes, assessments at distributions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents. If ny including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property Borrower shall, upon it is useful from the lien of any mortgage evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, provided, that Borrower shall not be require it of sischarge 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 of furtilities of the Property or any part thereof
- 4 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 Immunits 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 equired to pay the sums secured by this Mortgage and any other mortgage on the Property

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, final such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof, shall be in form acceptable to Lender and shall include a standard mortgage clause in layor of and in form acceptable to Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of pulid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by BC 200 let.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically leasible and the security of this Mortgage is not thoreby impaired. If such restoration or repair is not economically leasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lander and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof
- 6 Protection of Lender's Security. If Borrower tails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgage, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

 If the Property is abandoned by Borrower, or if, alter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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- 9 Borrower Not Released Extension of the time for payment or modification of any other terms of the Agreement or 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 any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10 Forbestance by Lender Not a Walver. Any forbearance by Lender in exercising any night or remedy under the Agreement or 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.
- 11. 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.
- 12. 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, subject to the provisions of paragraph 16 hereof 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.
- 13 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.
- 14. Governing Law: Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not effect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.
- 15 Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property. All of the indebtedness owed pursuant to the Agreement shall be immediately due and payable, if all, or any part of the Property or an interest therein is soid, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this K-brit age. (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the reach of a joint tenant.
- 17. Revolving Credit Lown. 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 Lender, or otherwise, as are made within seven (7) years from the date hereol, it, the same extent as it such tuture advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of expution 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 of the county in which the Property is located. The total amount of indebtedness secured hereby may increase of decrease from time to time, but the total unpaid be any expected hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty per cent of the Maximum Credit, plus interest thereon and any disbursements reade to payment of taxes, special assessments or insurance on the property and interest on such disbursements (all such indebtedness being hereinalter referred to as the "maximum amount secured hereby". This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including strutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.
- 18. Acceleration; Remedies. If Borlower engages in field or material misrepresentation in connection with this Mortgage or the Agreement, if Borrower fails to meet the repayment terms of the Mortgage or the Agreement, if Borrower does not pay when due any sums secured by this Mortgage, if Borrower's action or inaction adversely affects the Property, or Lenter is lightly in the Property. Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further dumand, and/or may terminate the availability of leans under the Agreement 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 attorneys' fees, and costs of documentary evidence, abstracts and tile reports.
- 19. 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 accure alon under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable

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 equival 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 on 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, less, premiums on receiver's bonds and reasonable attorneys' tess, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

management of the Property and collection of rents, including, but not lifees, and then to the sums secured by this Mortgage. Lender and the rece	mited to receiver, lees, premiums on receiver's bonds and reasonable attorneys iver shall be liable to account only for those rents actually received.
20 Release. Upon payment of all sums secured by this Mortgage to Borrower Mortgagor shall pay all costs of recordation, if any	and termination of the Agrament Lender shall release this Mortgage without charge
21 Waiver of Homestead. Borrower hereby waives all right of	nomestoad exemption in the Property
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STATE OF ILLINGIS) SS	CV
COUNTY OF	
The undersioned a Notary Public in a	and for said county and state, do hereby certify that Joseph G. Glab, Trus
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Officer and Cynthia S. Neil, Assistant	Trust Officer
are	the state of the s
•	subscribed to the foregoing instrument appeared before me this day in
person and acknowledged thatthe _y signed and delivered to uses and purposes therein set forth	he said instrument as <u>their</u> free and voluntary act, for the
• •	
	pril , 19 90
**OFFICIAL SEAL"	
NOTARY PUBLIC, STATE OF ILLINOIS	Notary Public
My Commission Expires 6/13/92	Aotary Fubic
	. Western Ave., Chicago, Illinois \$50625-1986
This instrument prepared by: Beverly Edwards, 4800 N	. Western Ave., Chicago, Illinois 60025-1986
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