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Cook County Recorder

25.50



00286210

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MORTGAGE  
FROM PRAWICA TO MIDLAND SAVINGS BANK

GRANTOR: MARIAN PRAWICA & ELZBIETA PRAWICA  
10071 FRONTAGE RD  
SKOKIE IL 60077

GRANTEE: MIDLAND SAVINGS BANK  
206 SIXTH AVE  
DES MOINES IOWA 50309

PIN 10-09-200-040  
C/K/A: 10071 FRONTAGE RD, SKOKIE IL 60077

(TAX ID NO)

*Prepared by & Made to:*

**THE LAW OFFICE OF  
KAREN R. ANDERSON & ASSOCIATES  
55 East Washington Street  
Suite# 1441  
Chicago, Illinois 60602**

00286210

*CA*

MARIAN PRAWICA  
 ELZBIETA PRAWICA  
 10071 FRONTAGE RD  
 SKOKIE, IL. 60077

MORTGAGOR  
 \*I\* includes each mortgagor above.

# 749123544

This instrument was prepared by  
 (Name) Midland Savings Bank FSB  
 (Address) 206 Sixth Ave. Des Moines, IA 50309

Midland Savings Bank FSB  
 206 Sixth Avenue  
 Des Moines, IA 50309-3951

MORTGAGEE  
 \*You\* means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, MARIAN PRAWICA and ELZBIETA PRAWICA (HUSBAND AND WIFE), mortgage and warrant to you to secure the payment of the secured debt described below, on \_\_\_\_\_, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property")

PROPERTY ADDRESS: 10071 FRONTAGE RD SKOKIE, Illinois 60077

LEGAL DESCRIPTION:  
 PARCEL 1: LOT 3 (EXCEPT THE NORTH 2.42 FEET THEREOF) AND THE NORTH 2.61 FEET OF LOT 4, ALSO THAT PART OF LOT A LYING SOUTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SAID NORTH 2.42 FEET OF LOT 3 AND LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE SAID NORTH 2.61 FEET OF LOT 4 (TALES AS A TRACT), (EXCEPTING FROM AFOREMENTIONED PROPERTY LINE EAST 147.33 FEET THEREOF) IN CASH RD MANOR HIGHLANDS SUBDIVISION OF PART OF THE EAST 5 ACRES OF THE WEST 15 ACRES OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 23, EAST OF THE (1140) PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 1, 1956, AS DOCUMENT NUMBER 1686411. PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS DEFINED AND located in \_\_\_\_\_ County, Illinois.

TITLE: 1 covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and \_\_\_\_\_

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated here in. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):  
 Note, Disclosure and Security Agreement dated April 11, 1994

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date the mortgage is executed.

Revolving credit loan agreement dated \_\_\_\_\_ with initial annual interest rate of \_\_\_\_\_%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date the mortgage is executed.

The above obligation is due and payable on April 15, 1999 if not paid earlier.  
 The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Ten thousand and 00/100 Dollars (\$ 10000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.  
 A copy of the loan agreement concerning the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in the mortgage and in any riders described below and signed by me.  
 Commercial  Construction  \_\_\_\_\_

SIGNATURES:  
Marian Prawica  
 MARIAN PRAWICA  
Elzbieta Prawica  
 ELZBIETA PRAWICA

ACKNOWLEDGMENT: STATE OF ILLINOIS.  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by MARIAN PRAWICA and ELZBIETA PRAWICA (HUSBAND AND WIFE) of \_\_\_\_\_, Illinois, who are personally known to me and who are acting on behalf of the corporation or partnership.

Property

ORIGINAL DOCUMENT Midland Savings Bank

OFFICE

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ADDITIONAL TERMS OF THE NOTE

**DEFINITIONS** - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW** - This note and any agreement securing this note will be governed by the laws of the state of Illinois. The federal Truth in Lending Act and applicable laws of the state of Illinois are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

**PAYMENTS** - Each payment I make on this loan will be applied first to any charges I owe you then principal and interest, then to interest that is due, and finally to any delinquency fee due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

**PREPAYMENT** - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

**ACCUMULATED METHOD** - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For a different calculation, the accrual method will determine the number of days in a year. If the accrual method is stated, then you may use any accrual method for calculating interest allowed by law.

**POST-ANNUITY INTEREST** - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

(a) if this loan is payable on demand, on the date you make demand for payment;

(b) if this loan is payable on demand with alternate payment dates, on the date you make demand for payment or on the final alternate payment date, whichever is earlier;

(c) on the date of the last scheduled payment of principal; or

(d) on the date you accelerate the due date of this loan (demand immediate payment).

**REAL ESTATE OR RESIDENCE SECURITY** - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be governed by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

**DEFERRED** - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occur:

(a) I fail to make a payment in full when due;

(b) I file for insolvency, or become insolvent;

(c) I fail to pay, or come up with any other payment on, any other loan secured with you;

(d) I make any written statement or provide any financial information that is untrue or misleading, or that I know to be untrue or misleading;

(e) Any creditor or other person attempts to collect my debt (including any delinquency fee, or any other charge, or purchase any required insurance, if I fail to do those things that you are not required to do so) from you. You may add the amount you require added to my debt or transfer for the purpose of this paragraph, you may (after giving notice and waiting a period of time, if required by law):

(i) Pay loans or other charges, or purchase any required insurance, if I fail to do those things that you are not required to do so. You may add the amount you require added to my debt and accrue interest on that amount at the interest rate specified on page 1 until paid in full;

(ii) Require me to perfect the Property and any related records and make it available to you in a reasonable fashion;

(iii) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent I am not liable by law); and

(iv) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I PLEDGE - A copy of this security agreement may be used as a sworn affidavit when allowed by law.

Property

ORIGINAL DOCUMENT

**INSURANCE** - I agree to buy insurance on the Property against the risks and for the amounts you require. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amount I still owe you, I will pay the difference. I will buy the insurance from a firm authorized to do business in Illinois. The firm will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

**DEFAULT** - If I am in default, in addition to the remedies listed in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may (after giving notice and waiting a period of time, if required by law):

(i) Pay loans or other charges, or purchase any required insurance, if I fail to do those things that you are not required to do so. You may add the amount you require added to my debt and accrue interest on that amount at the interest rate specified on page 1 until paid in full;

(ii) Require me to perfect the Property and any related records and make it available to you in a reasonable fashion;

(iii) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. (If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law.) You may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent I am not liable by law); and

(iv) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address by first class mail 10 days before the intended sale or disposition. I PLEDGE - A copy of this security agreement may be used as a sworn affidavit when allowed by law.

**THIRD PARTY AGREEMENT**

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of the note and security agreement but I am in no way liable for the debt or for payment of the debt. This means that if the Borrower defaults, or is late on the secured Property may be used to satisfy the loan. I agree that you may, without releasing me or the Property from the Third Party Agreement and without notice or demand upon me, extend time due to me or borrower, renew or change this note or security agreement and in doing so, you may, without notice or demand upon me, extend time due to me or borrower, renew or change this note or security interest in, begin, or alter any security (including guarantors) for the obligations of any borrower.

I HAVE RECEIVED A COPIED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME \_\_\_\_\_  
 X \_\_\_\_\_

**NOTICE TO COBorrower**

You (the assignor) are being added to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect the debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is over in default, this fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

Attach FTC "Preservation of Consumer Claims and Defenses" Notice If Applicable

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