

HERITAGE BREMEN BANK AND TRUST COMPANY
UNOFFICIAL COPY
REVOLVING CREDIT MORTGAGE

87456174



THIS MORTGAGE is dated as of August 7, 1987

Ronald M. Zielinski & Mary C. Zielinski, his wife, as Joint Tenants

and the Heritage Bremen Bank and Trust Company, 17600 Oak Park Avenue, Tinley Park, Illinois 60477 ("Mortgagee").

WITNESSETH:

Mortgagee has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 10,000.00

(the "Line of Credit"). Payments of interest on the Note shall be due and payable monthly beginning the 20th of the month 19 87

and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable 8-7-92 (5) years after the date of the Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to two (2) percent per annum in excess of the Variable Rate Index (defined below). Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to

2 percent per annum in excess of the Variable Rate Index. Mortgagee has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

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, Mortgagee does by these presents

CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagee'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 11 (except the North 8.939 feet thereof), all of Lot 12, and Lot 13 (except the South 6.613 feet thereof) all in Block 7 in Whitney and Bishop's Addition to Tinley Park, Plat of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 36 North, Range 13 East of the Third Principal Meridian, Town of Bremen, Cook County, State of Illinois, recorded December 26, 1890 as Document 1393683, also: that part of the East 1/2 of the heretofore vacated 14 foot North and South Public alley as heretofore dedicated in Block 7 in the aforesaid subdivision, lying South of the Westerly prolongation of the South line of the North 8.939 feet of said Lot 11 and lying North of the Westerly prolongation of the North line of the South 6.613 feet of said Lot 13, all in Cook County, Illinois.

which is the Premises units or erected, in The Note advances made at the Further, Mortgagee, but not Mortgagee give to Mortgagee

FURTHER: Further Mortgage condition may be secured building or the Premises

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or under here single hereafter and future advance revenues, or with the pleasurable of the FILLINOIS as in good use which time any the use of (page. 1)

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1. Mortgagee shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water fees or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagee shall upon written request furnish to Mortgagee appropriate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagee shall pay in full under protest in the manner provided by statute any tax, assessment or charge which Mortgagee may desire to contest prior to such tax, assessment or charge becoming delinquent.

2. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not, without Mortgagee'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 hereby remains unpaid.

3. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use, is hereby transferred, assigned and shall be paid to Mortgagee, and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

4. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee 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 Mortgagee 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 Mortgagee.

5. Mortgagee shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagee shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable in case of loss or damage to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagee shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagee shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days prior written notice to Mortgagee.

6. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized 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 Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

7. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate 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 title or claim thereon.

8. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage has the same meaning as defined in the Note and includes the failure of the Mortgagee to completely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgagee that a Cause for Default has occurred and is existing. Default under the Note shall be the Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a Cause for Default in the Note, including but not limited to the failure of Mortgagee to pay the Note or Liabilities in accordance with their terms or failure of Mortgagee to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.

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10. Notwithstanding any other provisions of this Mortgage, no lease, mortgage, trust, deed, grant, Mortgage of record, branch, sale, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership or interest in a trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

12. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published by the Wall Street Journal in the "Money Rates" column as the "Prime Rate" for the business day preceding the fifth day of each month. The effective date of any change in the Variable Rate Index will be the first business day after the fifth day of each month. The Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness hereunder whether from any past or future principal advances hereunder. In the event the Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H 15 for the business day preceding the fifth day of each month as the "Bank Prime Loan" interest rate.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced, or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied or unoccupied or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

16. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

18. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

20. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof, no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, shall be expressly waived in any manner.

21. This Mortgage has been made, executed and delivered to Mortgagee in Tinley Park, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand _____ and seal _____ of Mortgagor the day and year set forth above

This Document prepared by
Marilyn Craft for
Heritage Bremen Bank & Trust Co.
17500 S. Oak Park Ave.
Tinley Park, Il. 60477

x Ronald M Zielinski 8-7-87
x Mary C Zielinski 8-7-87

STATE OF ILLINOIS COUNTY OF Cook

I, _____ the undersigned _____ a Notary Public in and for the County and State aforesaid.

do hereby certify that Ronald M Zielinski & Mary C. Zielinski, his wife, as joint Tenants

_____ personally known to me to be the same persons

whose names are as _____

8725-74

_____ subscribed to the foregoing instrument, appeared before me this _____ day in person and acknowledged to me that they, being thereto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of August 19 87

Edward M. [Signature]
NOTARY PUBLIC

My Commission Expires 2-1-88

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in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said

7th day of August 1987

NOTARY PUBLIC

[Signature]

personally known to me to be the same persons

do hereby certify that Ronald M Zielinski & Mary C Zielinski, his wife, as joint tenants

the undersigned

STATE OF ILLINOIS COUNTY OF Cook

17500 S. Oak Park Ave. Tinley Park, IL 60477

Heritage Bremen Bank & Trust Co.

Marilyn Craft for

This document prepared by

and seal of Mortgagee the day and year set forth above

21. This Mortgage has been made, executed and delivered to Mortgagee in Tinley Park, Illinois and shall be construed in accordance with the laws of Illinois. Wherever possible, each

provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Mortgage is prohibited by or determined to be invalid under

applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage

20. In the event the Mortgagee is a trustee, then the Mortgagee shall be deemed to be a trustee in the exercise of the power and authority conferred upon and vested

in it as the trustee and mortgagee as is provided in the instrument, and in the exercise of the power and authority conferred upon and vested

in it as the trustee and mortgagee as is provided in the instrument, and in the exercise of the power and authority conferred upon and vested

19. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" when used

herein shall include all persons or parties who are jointly and severally obligated hereunder. The word "Mortgagee" shall include the successors and assigns of Mortgagee.

18. Mortgagee agrees to release the lien of this Mortgage and pay all taxes, including recording fees and access thereto shall be permitted for that purpose

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose

16. Upon the Maturity of this Mortgage, Mortgagee shall be entitled to the full principal amount of the loan and all interest accrued thereon, together with all

costs and expenses incurred by Mortgagee in connection with the making, execution, delivery, recording, enforcement and collection of this Mortgage, including

attorney's fees, court costs, and other expenses, together with interest on the unpaid principal amount of the loan and interest on the unpaid interest

at the rate of 12% per annum, compounded monthly, from the date of default until the date of payment in full, together with all other costs and expenses

incurred by Mortgagee in connection with the making, execution, delivery, recording, enforcement and collection of this Mortgage, including attorney's fees

and court costs, together with interest on the unpaid principal amount of the loan and interest on the unpaid interest at the rate of 12% per annum

compounded monthly, from the date of default until the date of payment in full, together with all other costs and expenses incurred by Mortgagee

in connection with the making, execution, delivery, recording, enforcement and collection of this Mortgage, including attorney's fees and court costs

together with interest on the unpaid principal amount of the loan and interest on the unpaid interest at the rate of 12% per annum compounded monthly

from the date of default until the date of payment in full, together with all other costs and expenses incurred by Mortgagee in connection with

the making, execution, delivery, recording, enforcement and collection of this Mortgage, including attorney's fees and court costs, together with

interest on the unpaid principal amount of the loan and interest on the unpaid interest at the rate of 12% per annum compounded monthly from

the date of default until the date of payment in full, together with all other costs and expenses incurred by Mortgagee in connection with

the making, execution, delivery, recording, enforcement and collection of this Mortgage, including attorney's fees and court costs, together with

interest on the unpaid principal amount of the loan and interest on the unpaid interest at the rate of 12% per annum compounded monthly from

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