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MORTGAGE

THIS MORTGAGE is made the 26th day of May 1988 between the Mortgagee

Joseph P. Wieczorek, a bachelor and Diana L. Kinzie, single never married (herein "Borrower"), and the Mortgagee, BANK OF RAVENSWOOD

an Illinois Banking Corporation, whose address is 1825 West Lawrence Avenue, Chicago, Illinois 60640 (herein "Lender");

WHEREAS Borrower is or may be indebted to Lender pursuant to the terms of a certain Loan Agreement between Borrower and Lender, bearing even date herewith, in the principal

sum of One Hundred Three Thousand

Five Hundred & 00/100 Dollars (\$ 103,500.00), being at least Five Thousand One Dollars, which indebtedness is evidenced by Borrower's note bearing even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 26, 1993

To secure to Lender as the repayment of the indebtedness evidenced by the Loan Agreement and/or the Note, (the terms, and provisions and conditions of which Note and Loan Agreement are hereby incorporated herein by reference), 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 (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 20 hereof, herein "Future Advances", Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

Cook

State of Illinois

Lot 8 in Block 1 in Arthur T. Mc Intosh and Company's Palatine Northwest Highway Addition in the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook county, Illinois.

TAX I.D.# 02-14-404-018-0000

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COOK COUNTY RECORDER

which has the address of 114 N. Forest Avenue Illinois 60067

Palatine 88236256

Index Number of 02-14-404-018-0000

TOGETHER with all the improvements now or hereafter created on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed 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 encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property

UNIFORM COVENANTS, 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 on the indebtedness evidenced by the Loan Agreement and the Note, late and other charges as provided in the Loan Agreement and the Note, and the principal of and interest on any Future Advances secured by this Mortgage

2. Funds for Taxes and Insurance. If Lender requests in writing, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note and Loan Agreement, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments, which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution, Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage

If the amount of the Funds held by Lender together with the future monthly installments of funds payable from the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficit, to be paid within 30 days from the date notice is made by Lender to Borrower requesting payment thereof

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly return to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage

3. Application of Payments. Except as otherwise provided in the Loan Agreement, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of the amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and to the principal of the Note, and then to interest and principal on any Future Advances

4. Charges, Fines. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property, which may attain a priority over this Mortgage, and leasehold payments of ground rents if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the party thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any liens except those noted on the schedule of exceptions to the title insurance policy initially insuring Lender's interest in the Property, which has priority over this Mortgage, provided, that Borrower shall not be required to discharge a lien so long as Borrower challenges in writing to the payment of the obligations secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or discharge, in payment of the lien or forfeiture of the Property or any part thereof

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter created 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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on a surplus policy shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment when due, directly to the insurance carrier

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of premium. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may take proof of loss if not made promptly by Borrower

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, public liability or other claims incurred, economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible and the security of this Mortgage is thereby 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 fails to respond to Lender within 30 days from the date notice is made 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 Lender and Borrower 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. 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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Development. Borrower shall keep the Property in good repair and shall not commit waste or prevent improvement 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, or the by-laws and regulations of the condominium or planned unit development, and consent documents. If a condominium or planned unit development order is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, the Note or the Loan Agreement, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or debtor, then Lender at Lender's option may make such appearances, discharge such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, obtaining hazard insurance coverage, payment of premiums therefor and disbursement of reasonable attorney's fees

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, computed in accordance with the Loan Agreement, shall become additional indebtedness to Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon a 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 Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder

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8. Inspection. Lender may make or cause to be made reasonable inspections and inspections of the Property... 9. Condemnation. The proceeds from the sale of the Property...

In the event of a total 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 after notice by Lender the condemnation offers to make an award for the whole or a part of the Property...

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments...

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest...

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver...

12. 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...

13. 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...

14. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice...

15. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision of law of this Mortgage, the Loan Agreement...

16. Borrower's Copy. Borrower shall be furnished a conforming copy of the Note and of this Mortgage at the time of execution or after recording hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent...

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, the Note or the Loan Agreement...

18. See attached rider. Lender may freeze or suspend the line at any time if it is not satisfied with the performance of the program...

To freeze or terminate the line under this Paragraph 18, Lender must send a written notice specifying the date after which the line shall be closed...

If Borrower fails to return the checks promptly, however, Borrower will have violated the terms of this Agreement, and Bank will give a notice of default if Borrower fails to return the checks...

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property...

Upon acceleration under Paragraph 18, or 18.b. hereof or abandonment of the Property and at any time prior to the expiration of 90 days after termination of a total lease sale...

20. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon...

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation of any...

22. Waivers of Homestead and Right of Redemption. Borrower waives all right of homestead exemption in the Property. Except to the extent otherwise provided by state law, Borrower waives...

IN WITNESS WHEREOF, Owner has executed this Mortgage.

Signature of Joseph P. Wieczorek and Diana L. Kinzie. Borrower: Joseph P. Wieczorek, Diana L. Kinzie.

STATE OF ILLINOIS, COUNTY OF COOK, the undersigned, Notary Public in and for said county and state, DO HEREBY CERTIFY THAT Joseph P. Wieczorek, a bachelor and Diana L. Kinzie, single never married are personally known to me to be the same persons whose names subscribed to the foregoing instrument...

Given under my hand and official seal, this 26th day of May, 1990.

My Commission Expires: 24/1990. This instrument prepared by Cecilia Del Real, BANK OF RAVENSWOOD.



bank of ravenwood 1825 W. Lawrence Ave. Chicago, Illinois 60640 Phone 989-2669



THIS RIDER IS EXPRESSLY MADE A PART OF A CERTAIN EQUITYMONEY MORTGAGE DATED

18.(b) Cancellation of Equity Money Program. Lender may freeze or terminate the line at any time if, in its sole judgment, laws, regulations, or court interpretations either prohibit the operation of the EquityMoney program, or make it impractical, from its standpoint, to operate the EquityMoney program in the manner presently structured. (For example, it would be impractical to operate the EquityMoney program if Lender were required to give Borrower written notice of a right to cancel each advance against Borrower's Account by check. Likewise the Program would be impractical from Lender's standpoint if it could not charge a FINANCE CHARGE that varied with the Index Rate).

To freeze or terminate the line under this Paragraph 18.(b), Lender must send a written notice specifying a date at least thirty (30) calendar days after the date of notice after which Lender will not honor any checks. Upon receipt of such notice, Borrower agrees to immediately return to Lender all unused checks. If the notice specifies that Lender is terminating the line, rather than merely freezing it, the Due Date will be accelerated and Borrower will be obligated to repay the outstanding balance, and all accrued FINANCE CHARGES, late charges and other charges imposed on the Account, no later than one hundred and twenty (120) calendar days after the notice is given. If the notice specifies that Lender is freezing the line, rather than terminating it, Borrower is not obligated to repay the outstanding balance until the Due Date, provided, however, that the Lender will still have the right, in accordance with and at the times specified in this Agreement, to give Borrower a subsequent notice terminating the line entirely, thus accelerating the Due Date and thereby advancing the date full repayment is due. In addition, Lender will still have the right to accelerate the Due Date and demand immediate full repayment of the outstanding balance if an Event of Default occurs.

If Borrower fails to return the checks promptly, however, Borrower will have violated the terms of this Agreement, and Bank can give a notice of default; if Borrower fails to return the checks within thirty (30) calendar days of Lender giving such notice, an Event of Default will occur and Lender will declare the outstanding balance immediately due and payable.

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