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350591

THIS IS A JUNIOR MORTGAGE
FIRST SAVINGS BANK OF ZION

2580 Sheridan Road
Zion, Illinois 60099

HOME EQUITY LINE OF CREDIT MORTGAGE

Variable Rate - WSJ Prime

89539747

THIS MORTGAGE, dated November 3, 1989

not personally, but as mortgagor under a Trust Agreement made
between Mitchell P. Krasowski and Sharon J. Krasowski,
his wife

"Mortgagor" and FSB Chicago, Illinois ("Mortgagee").

Mortgagor has executed a Home Equity Line of Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the maximum principal amount of \$ 30,000.00 (the "Line of Credit"). Monthly payments of the accrued interest on the Note or \$50.00, whichever is greater, shall be due and payable beginning on December 1, 1989, and continuing on the same day of each month there is an unpaid principal balance on the Note thereafter, and the entire unpaid balance of principal and interest shall be due and payable on December 1, 1994. Interest on the Note shall be calculated on the average daily unpaid principal balance of the Note on a 365-day basis at the per annum rate equal to 6% 1st 60 days thereafter 2% percent per annum in excess of the Variable Rate Index (defined below). The maximum per annum rate of interest on the Note will not exceed 18%. 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 11% (5% %) percent per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

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 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.

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, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, 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:

PIN: 0730205021

Lot 21 in Block 58 in Hanover Highlands Unit 8 A Subdivision of part of the Northeast 1/4 of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, According to the Plat Thereof Recorded on December 20, 1968 as Document 20 710 377, in Cook County, Illinois.

DEPT-01 RECORDING \$14.00
T#5555 TRAN 5759 11/13/89 14:38:00
#0836 # E * -89-539747
COOK COUNTY RECORDER

89539747

The above-described real estate is referred to herein as the "Premises", together with all improvements, buildings, inements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, 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 screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interests in household goods are excluded from the security interest granted herein. The Permanent Index Number of the Premises is 07 30 205 021.

The common address of the Premises is 7785 Berkshire Hanover Park, IL 60103

Notwithstanding any other provision of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an incumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable of accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee 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 Mortgagee, that until Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such rents.

Further, 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 and any prior mortgages or trust deeds previously approved by Mortgagee in writing, 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 Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved by Mortgagee in writing; (g) refrain from impairing or diminishing the value of 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 Mortgagee 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 Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor 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.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are 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 Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

5. 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.

6. Mortgagor 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. Mortgagor 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. Mortgagor 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. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor 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.

7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor 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 thereof, 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 BE DELETED WHEN THIS MORTGAGE IS NOT EXERCISED BY A LAND TRUST.

1007 13 8

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STATE OF ILLINOIS

COUNTY OF COOK

SS

herby certify that Mitchell P. Krasowski and Sharon J. Krasowski, his wife, are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 30 day of November, 1992

My Commission Expires

BY: [Signature]
BY: [Signature]
AND NOT PERSONALLY
Dated 19
As Trustee, Under A Trust Agreement
Sharon J. Krasowski
X Mitchell P. Krasowski
X Sharon J. Krasowski

WITNESS the hand S and seal S of Mortgagee the day and year set forth above.

17. If the Mortgagee renders payment in full of all liabilities secured by this Mortgage, then Mortgagee agrees to release the lien of this Mortgage. Mortgagee shall pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage.
18. 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" shall have the meaning set forth in the Definitions section hereof.
19. In the event the Mortgage is a trust, then this Mortgage is executed by the trust, not personally, but as trustee in the capacity of the power and authority conferred upon and vested in it as the trustee, and insofar as the trust is concerned, it is payable only to 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 according to the terms hereof, no personal liability shall be asserted or the underlying assets, because or in respect of this Mortgage or the making, issue of transfer hereof, all such personal liability of the trustee, if any, being expressly waived in any manner.
20. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, 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 provision of this Mortgage is held to be invalid, unenforceable or unenforceable under applicable law, such provisions shall be ineffective to the extent of such provisions or prohibitions of law, without invalidating the remainder of such provisions of the remaining provisions of this Mortgage.

20463663

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ADDITION TO HOME EQUITY LINE OF CREDIT MORTGAGE ("MORTGAGE") DATED November 3, 1989, EXECUTED

BY Mitchell P. Krasowski and Sharon J. Krasowski, his wife ("MORTGAGOR") AND IN FAVOR OF FIRST SAVINGS BANK OF ZION 2580 Sheridan Road Zion, Illinois 60099 ("Mortgagee")

This Rider is entered into this 3rd day of November, 1989 by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered a part of the Mortgage.

WHEREAS, Mortgagor has previously granted to Great Northern Mortgage ("Prior Mortgage") a Mortgage dated May 21, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 87350446 ("Prior Mortgage") upon certain premises in Cook County, Illinois, described as follows:

PIN: 0730205021

Lot 21 in Block 58 in Hanover Highlands Unit B A Subdivision of Part of the Northeast 1/4 of Section 30, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat Thereof Recorded on December 20, 1968 as Document 20 710 037, in Cook County, Illinois.

and commonly known as 7785 Berkshire Drive Hanover Park, IL 60103

WHEREAS, the Prior Mortgage was given to secure a promissory note in the principal amount of Seventy Three Thousand and no/100s (\$ 73,000.00) Dollars plus interest and future advances as therein provided; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is Sixty Eight Thousand One Hundred and no/100s (\$ 68,100.00) Dollars; and

WHEREAS, the Note and the right to make future advances hereon secured by the Prior Mortgage are solely owned and held by the Prior Mortgagee and not as agent or trustee for any other person or corporation; and

WHEREAS, F S B has agreed to extend to Mortgagee a Home Equity Line of Credit in the amount of Thirty Thousand and no/100s (\$ 30,000.00) Dollars, upon the security of the Mortgage against the premises

described above which is junior to the Prior Mortgage; and

WHEREAS, Mortgagor agrees that as a condition to the extension of the (Mortgagee) Home Equity Line of Credit, Mortgagor shall not request or obtain any future advances from the Prior Mortgagee pursuant to the Prior Mortgage.

NOW THEREFORE, in consideration of the premises and to induce the F S B to extend and make a Home Equity Line of Credit available as aforesaid to Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

- (a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or other extensions of credit or entering into any other loan agreements or executing any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be entitled to priority over the Mortgage.
(b) That Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.
(c) That in the event that Mortgagor breaches the terms, conditions and provisions herein set forth, Mortgagee shall have the right to accelerate and immediately declare due and payable any and all credit extended to Mortgagor evidenced and secured by the Mortgage, and to take such steps as Mortgagee deems proper and appropriate and as may be granted to it under the Mortgage and any loan documentation executed in connection therewith as if a cause for default thereunder had occurred except that further advances of funds made by Prior Mortgagee in order to protect its security interest in the above described premises pursuant to and as authorized by the terms of the Prior Mortgage shall not constitute a breach hereof.
(d) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and neuter and vice versa.
(e) This Rider shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.
(f) This Rider shall be governed and construed by and in accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagee, which writing bears a date contemporaneous with or subsequent to this Rider and specifically states that it does so modify, amend, alter or rescind, in whole or in part, this Rider.

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

Mitchell P. Krasowski
Mitchell P. Krasowski
Sharon J. Krasowski
Sharon J. Krasowski

As Trustee Under A Trust Agreement
Dated _____, 19____
and known as Trust No. _____
AND NOT PERSONALLY

By: _____
By: _____

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, James R. Malocco, a Notary Public in and for said county and state, do hereby certify that Mitchell P. Krasowski and Sharon J. Krasowski, his wife personally known to me to be the same person(s) whose name(s) are _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth. Given under my hand and notarial seal, this 3rd day of November, 1989.

James R. Malocco
Notary Public

My commission expires: August 12, 1992

89539747

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STATE OF ILLINOIS

COUNTY OF _____

SS

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____
of _____, and _____
_____ of said corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such _____ and _____
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free
and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ did also
then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said
corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 19_____.

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office

89539747

Box 158