

WHEN RECORDED MAIL TO:

Mellon Financial Services Corporation  
(Mellon Address)

P.O. Box 638

Tinley Park, IL 60477

Space Above This Line for Recorder's Use

Revolving Credit Loan Mortgage

(Ill. Rev. Stat. Chmp. 17 Para. 67406)

Warren R. Kubis and Silvia G. Kubis, His Wife, in Joint Tenancy

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Mortgage  
Mellon Financial Services Corporation to receive the payment of amount due under a Revolving Loan  
Mortgage and warrants to Mellon Financial Services Corporation during a period not exceeding twenty years from the date of the Agreement, up to a credit  
limit of \$ 35,000.00  
payments to be made by the mortgagor in monthly payments with a variable monthly rate of interest equal to 1/2% of the Prime Rate as announced  
by the First National Bank of Chicago from time to time or a similar index (should the First National Bank of Chicago stop announcing a Prime Rate, plus  
2% but not less than N/A) the following described real estate located in the City  
of Chicago, County of Cook  
State of Illinois

(Permanent Parcel No. 19-15-106-020)

Legal Description:

Lot 20 in Block 2 in M.F. Kaiser and Company's Ardale Park Subdivision of the East 1/2  
of the North West 1/4 (Except the West 33 Feet) of Section 15, Township 38 North, Range 13  
East of the Third Principal Meridian, in Cook County, Illinois.

which has the address of 5543 S. Kildbourn, Chicago, Illinois 60629

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, together with all  
the improvements now or hereafter erected on such property and rents and profits therefrom and all rights therein.  
FUTURE ADVANCES. The mortgage shall not only create a lien on the property but also future advances, whether such advances are obligatory or made at  
the option of the Mortgagee, which shall have the priority of the original advance.  
PRIOR MORTGAGES AND LIENS. Mortgagor agrees to perform all obligations under any prior mortgage or lien.

HAZARD INSURANCE. Mortgagor shall keep all improvements at any time existing on the property during the term of this mortgage insured against  
loss by fire and hazards included within the term "extended coverage" and such other hazards as Mortgagee may require with an insurance company ac-  
ceptable to Mortgagee and which shall include a standard mortgage loss payable clause in favor of Mortgagee.  
TAXES. Mortgagor shall pay before any period of assessment all taxes and assessments against the described property.

PRESERVATION AND MAINTENANCE OF PROPERTY. Mortgagee will keep the described property in good condition and will not commit waste or per-  
mit such property to deteriorate. If the mortgage is on a lot in a condominium or planned unit development, Mortgagee will perform all obligations under  
the declaration or covenants creating or governing the condominium or planned unit development.  
NONPERFORMANCE BY MORTGAGOR. If Mortgagee fails to perform any of the promises in this mortgage, then Mortgagee may deem Mortgagee may  
add the amounts so advanced to the amount secured by this mortgage. If Mortgagee is in default under this mortgage or any prior mortgage or lien, Mort-  
gagor may declare the Revolving Loan Agreement and this mortgage to be in default.

INSPECTION. Mortgagee may inspect the described property at any reasonable time after notice given to Mortgagee.  
CONDEMNATION. Mortgagee assigns the proceeds of any award or claim for damages in connection with any condemnation or other em-  
powerment proceeding concerning all or any part of the described property. Such proceeds will be applied to the debt secured by this mortgage and if the  
taking substantially impairs the value of the described property, Mortgagee may declare the Revolving Loan Agreement and this mortgage to be in  
default.

NONWAIVER. Failure to exercise any right or remedy by Mortgagee shall not be a waiver of any right to exercise any right or remedy in the future. All  
rights and remedies under the mortgage and the Revolving Loan Agreement may be exercised separately or together and Mortgagee's choice of a right or  
remedy does not waive other rights or remedies.

BINDING EFFECT ON SUCCESSORS AND ASSIGNS. All successors and assigns of Mortgagee are bound by this Agreement for the benefit of Mortgagee, its successors and assigns.  
SALE OF THE DESCRIBED PROPERTY PROHIBITED. If Mortgagee sells or transfers all or any part of the described property to a person who is not ob-  
ligated on the Revolving Loan Agreement or if Mortgagee is a land trust and there is a transfer or assignment of the beneficial interest in the land trust to  
a person not obligated under the Revolving Loan Agreement, without Mortgagee's prior written consent, Mortgagee may declare the Revolving Loan  
Agreement and this mortgage in default.

RELEASE. On payment of all amounts secured by this mortgage or reduction of the Credit Limit to \$500 or less, Mortgagee shall release this mortgage  
without cost to Mortgagee.  
REMEDIES ON DEFAULT. If Mortgagee is in default under the provisions of the Revolving Loan Agreement, Mortgagee may demand all  
amounts due to be paid immediately and if such amounts are not received by Mortgagee, Mortgagee may foreclose on this mortgage and Mortgagee agrees  
to pay or the amount shall be included in the judgment or decree, all expenditures and expenses in connection with such foreclosure, maintenance and pro-  
tection of the described property and maintenance of the lien of this mortgage, including attorney fees and interest on all such costs and expenses at the de-  
fault interest rate.

NOTICES. Notices otherwise required by law, notices shall be furnished by law, notices shall be furnished by law, notices shall be furnished by law, notices shall be furnished by law,  
noted by Mortgagee or Mortgagee from time to time and shall be effective when in the U.S. Mail.

SIGNED this 29th day of November 1989

Warren R. Kubis  
Silvia G. Kubis

Name Warren R. Kubis  
5543 S. Kildbourn  
Chicago, IL 60629

Street Address  
City, State and Zip  
MORTGAGOR

STATE OF ILLINOIS  
COUNTY OF Cook

I, the undersigned, a Notary Public and for said County, in the State of Illinois, do HEREBY CERTIFY that Warren R. Kubis &  
Silvia G. Kubis, His Wife, personally known to me to be the same person(s) whose names (were subscribed to the foregoing instrument, ap-  
peared before me this day in person, and acknowledged that they, signed, sealed and delivered (the said instrument as the) free and voluntary act,  
for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of November, 1989

Mellon Financial Services Corporation  
8841 W. 159th Street  
Orland Hills, IL 60477

MORTGAGEE  
This instrument Prepared by: Susan M. J. Thibault, 159th Street, Orland Hills, Illinois 60477 1/7/91

Commission expires: \_\_\_\_\_  
Thomas E. Slak  
Notary Public, State of Illinois  
"OFFICIAL SEAL"

UNOFFICIAL COPY

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