EQUITY TITLE COMPANY QU / CES QQ

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Ed Swanson

EC103995 TITLE NO.

(NAME) 1425 Lake Cook Rd, Deerfield (ADDRESS)

MORTGAGE

83101680

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THIS MORTGAGE IS MA	ade this <u>3rd</u> and Rita Rosnick	dayot <u>March</u> , formerly ki	nown as Rita	19 89 bol Krenek, his wife	ween the Mongagor, , as Joint Tenants
(herein "Borrower"), and the whose address is 1425 Lake				d and existing under the lav	ws of The State of Illinois,
WHEREAS, BORROWE (hereinalter AGREEMENT) u gregate principal sum of	ER has entered into a limit ander which Borrower may fro ighteen thousand	om time to time, one o	or more times, obtain	loan advances not to excee	arch 3, 1989 od at any one time an ag-
from Londer on a secured line	e of credit basis; that said Bo	rrower is indebted to t	he Lender in the prin	cipal sum of <u>Eighteen</u>	
DOLLARS (\$ 18 000.	00) which indeb	tedness is evidenced	by said AGREEMEN	T providing for monthly pays	ments and for an adjust-
able rate of interest and is du	e and payable on	فاستان العالم المسانة	vv	vith an option by the Lender	to extend said Agreement
and this Mortgaga.					
TO SECURE to Lender with interest thereon, advance	(a) the repayment of the ind				
of Borrower herein contained					
24 hereof (herein "Future A	dvancur") Borrower does h	ereby mortgage, gra	nt and convey to Le	nder the following describe	d property located in the
County of Cook				· · · · · · · · · · · · · · · · · · ·	•
	"C" in Reuter's				
In the West 1/2	of Section 31, Tian, according so	the plat the	rtn, kange i	i, tast of the H	nira
Document 172247		che prac che	reor recorde	u oune 4, 1330, 1	, , , , , , , , , , , , , , , , , , ,
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40		4	1	COOK COUNTY RE	CURDER
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	•),		
Permanent Index Number: .	03-31-105-023				erin i militar e è militar di propi happitati da dirina i tim alla milita
which has the address of	316 S. Dwyer Av	е	'() _x	Arlington Hts.	
		(stroot)		(city)	, , , , , , , , , , , , , , , , , , ,
	1111nois 60005			(hore	oln "Proporty Address"); 🚗
TOGETHER with all the i	n state a mprovements now or hereaf	nd zip code) ter erected on the pro	porty, and all ou some	oriis, rights, appurtentinces,	ronts, royaltion, mineral,
oil and gas rights and profits	s, water, water rights, and v	rator stock, and all fi	duron now or horea	for altached to the property	y, all of which, including 🕍
replacements and additions t					of the foregoing, together
with said property (or the leas	chold catalo if this Mortgage	is on a loasohold) are	norum rotorrad to un	i the "Fronorty".	্ জ
BORROWER covenants ty, that the Property is unenc	that Borrower is lawfully sels umbered, and that Sorrower				t and convey the Proper-

ject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lander's interest the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment and Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the independenced by the Agreement, and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.
- 2. Payment of Taxes, insurance and Other Charges. Borrower shall pay all taxes, hazard insurance promiums, assessments, and other charges, lines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lander all notices of amounts due under this paragraph and Borrower shall promptly furnish to Londer receipts evidencing such payments. Borrower shall promptly discharges any lien which has priority over this Security Instrument; provided, that Berrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defond against encorcement of such lien in, legal proceedings which in the opinion of Condor operate to prove in the entorcement of the lien or left blure of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Londor determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of giving of notice.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraphs hereof shall be applied by Lender first in payment of interest payable on the Agreement, then to the unpaid balance of the Agreement.
- 4. Hazard Insurance, Borrower shall keep the improvements now existing or hereafter erected 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 Mongage.

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23; Terms of Agreement. The open-end variable rate agreement which this merigan become contains provision allowing for changes in the literast rate every month: The Borrower and Lender further covenant and agree as follows:
(A) INTITIAL RATE The Annual Percentage Rate of Interest under this AGREEMENT shall be 12.00 % and a daily periodic rate of .0329 %.
(B) CHANGE DATES
Commencing on the date of this AGREEMENT; the interest rate may be adjusted by T.E.C.U. on the first day of each month. These dates shall be known as "Change Dates".
(C) INDEX Changes in the interest rate shall be based upon changes in the "Index". The Index shall be the highest domestic Prime Rate as reported in the Money Rate Section of the Midwest Edition to The Wall Street Journal on the last business day of the month immediately preceding the beginning of each billing period. If the Wall Street Journal stops reporting the prime Rate, or if the Prime Rate is not available on the said last business day, then T.E.C.I will choose a comparable index as a substitute for the prime Rate and will notify the Borrower of such change.
This AGREEMENT has an "Initial Index" figure of 11.50%.
(D) CALCULATION OF CHANGES Prior to each Change Date, T.E.C.U. shall determine any change in the interest rate, and shall calculate the new interest rate by adding one-half (to one percent (1%)) to the Current Index. T.E.C.U. will round the result of this addition to the nearest one-eight of one percentage point (0.125%). To rounded amount will be in new interest rate until the next Change Date. If the new interest rate increases or decreases, my monthly payment may all increase or decrease.
(E) EFFECTIVE DATE CHANGES: My new interest rate will become effective on each Change Date and I will pay the amount of my new monthly payment beginning on the Change Date until the amount of my munitive exyment changes again. (F) DISCLOSURES
T.E.C.U. will send statements at lear, or arterly reflecting changes in the interest rate and payments during the quarterly period. The disclosure sh reflect the change of the interest rate, if ent and the amount of the new payment, and other transactions in the account during the period. Such statemes shall be presumed correct unless Borrower notifies T.E.C.U. in writing of any error within sixty (60) days after the closing date of the billing period.
24. FUTURE ADVANCES: UPON REQUEST OF BORROWER, LENDER AT LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAG MAY MAKE FUTURE ADVANCES TO BORROWER S! CH. TUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS MO TOAGE WHEN EVIDENCED BY AGREEMENTS STAT. NO THAT SAID AGREEMENT IS SECURED HEREBY.
25. PRIORITY. THIS MORTGAGE IS GIVEN TO 25.00 EAN OPEN-END VARIABLE RATE AGREEMENT (A REVOLVING LOAN) AN SHALL SECURE NOT ONLY THE EXISTING INDEBTEDNESS UNDER SAID AGREEMENT BUT ALSO SUCH FUTURE ADVANCES, WHETHE SUCH ADVANCES ARE OBLIGATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENT (20) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAMP EX. ENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THEIR MORTGAGE, ALTHOUGH THERE MAY BE NO ADVANCE MADE AT THE TIME OF THE EXECUTION OF SUCH MOTGAGE, AND ALTHOUGH THERE MAY BE NO INDEBTEDNESS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE.
26. Walver of Homestead. Borrower hereby waives all right of homesta ad examption in the Property.
IN WITNESS WHEREOF, Borrower has executed this Mortgage.
Rita Posnick
Rita Kréjek (enelo)
State of Illinois, Cook County SS:
1, Edward W. Swellsoll and Pita Posnick former ly known as Pita Knowk his wife as Joint Tox

State of Illinois, Cook County SS:

I, Edward W. Swanson a Notary Public in and for said county and State, do hereby contribat

George M. Rosnick and Rita Rosnick, former Jy known as Rita Krenek, his wire, as Joint Tenar personally known to me to be the same persons whose names are subscribed to the foregoing instruction, 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 therein set forth.

Given under my hand and official seal, this 3rd day of March

My commission expires:

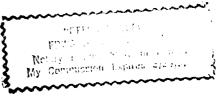
Notary Public

Notary Public

Notary Public

Travenol Employees Credit Union

Dearfield, IL 60015



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The insurance carrier providing the insurance policies shall be paid by borrower making payment, when due, directly to the insurance carrier.

All insurance policies and minusula thereof shall be in form acceptable to Linder and shall exclude 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 Sorrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender the policies 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 provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is recreeced shall be applied to the security of this Mortgage should be 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 falls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance garrier 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 paragraph 1 hereof or change the amount of such installments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any incurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the safe or acquirition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such safe or acquirition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall int commit waste or permit the provision of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominum or a planner, unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planner, unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of only a longage as if the rider were a part hereof.
- 6. Protection of Lender's Sizulity. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commended which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvancy, sode intermination, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lander's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Pilop prity to make repairs. If Lender required mortgage insurance as a condition of making the fein secured by this Mortgage, Borrower shall pay the premiums equired to maintain such insurance in effect until such time as the requirement for pure terminates in accordance with Borrower's and Lender's intern agreement or applicable law.

Any amounts disburated by Lander pursuant to this personant 6, with interest thereon, shall become additional indebtedness of Borrower secured by This Mongager Unjects Borrower and Lander agree to other for no of payment, such amounts shall be payable upon notice from Londer to Borrower requesting paymoni hintool, Attitud braderest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement unless payment of interest at such rate would be confirmed to applicable law, in which event such amounts shall bear interest at the highest rate parmissible under applicable law. Nothing contained in this paragraph of shall require Lender to incur any expense or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause the refer related to Lender's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby, assigned and shall be pull to London.

In the event of a total taking of the property, the proceeds shall be applied to the sum recured by this Mortgage, with the excess, if any, paid to Borrower, in the event of a partial taking of the property, unless Borrower and Lender otherwise acress in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Londor to Borrower that the condemy offices to make an award of settle a claim for damages, florrower talls to respond to Londor within 30 days after the date such notice is mailed, Lendor is not replaced to collect and apply the proceeds, at Landor's option, either to restornion or repair of the Property or 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 postpong the due date of the monthly installments.
- in Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured or this Mortgage granted by Lander to any successor in interest of Borrower shall not operate to release, in any matter, the liability of the original Borrower and Porrower's successors in Interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for pyan or of therwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 10. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remody hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The producement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the mallurity of the Indebtedness secured by this Mortgage.
- 11. Remedies Cumulative. All remedies provided in this Mongage are distinct and cumulative to any other right of remody under this Mongage are distinct and cumulative to any other right of remody under this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes this Mongage are distinct and cumulative to any other right of remodes the re
- 12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenints and agreements herein contained whall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 1th hereof. All convenients and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define and provisions hereof.
- 13. Notice. Except for any notice required under appplicable law to be given in another manner, (a) any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided here, and (b) any notice to Lender shall be given by first class mail to Ender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Sedurity Instrument shall be deemed to have been given to Borrower or Lender when given in the matter designated herein.

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- 14: Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Agreement are declared to be severable.
- 15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is old or transferred by Borrower (or if a beneficial interest in Borrower is old or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant of (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Londer shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the data the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such as a prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 horr of. Lender may consent to a sale of transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluation the transferee as if a new loan were being made to the transferee: (2) Lender reasonable determines that Lender's security will not be impaired and that the risk of a breath of any covenant or agreement in this Security Instrument is acceptable; (3) interest is payable on the sums secured by this Security Instrument at a breat ceptable to Lender; (4) changes in the terms of the Agreement and this Security Instrument required by Lender are made, including, for example, period's adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs as a semption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Agreement and if this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may change a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Agreement and this Security Instrument unless Lender releases Borrower in writing.

- 17. Acceleration: Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to say viven due any sums secured by this Mortgage, Lender prior to acceleration shall mall notice to Borrower as proved in paragraph 13 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is malled to Borrower by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower the right to reinstate after acceleration and right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option in ay declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and my foreclose this Mortgage (3) idicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title report.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration on the rums secured by this Mongage, Borrower shall have the right to have any proceedings begin by Lender to enforce this Mongage discontinued at any time prior to entry of a judgment enforcing this Mongage it: (a) Borrower pays Lender all sums which would be then due under this Mongage, the Agreement, Agreement Securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mongage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mongage and in enforcing Lender's romedies as provided in paragraph 17 hereof, including, but not limited to reasonable atternating feet; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Mongage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mongage shall continued unimpaired. Upon such payment and cure by Borrower, this Mongage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assessment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandon ent of the property, have the right to collect and relatin such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of ally period of redemption following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take posse is on of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. Loan Charges. If the loan secured by the Security instrument is subject to a law which sets maximum loan charges, and that law if finally interpreted so that the interest or other loan charges collected or to be collected on connection with the lien exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limited; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment under the Agreement.
- 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, if any.
- 22. Legislation. If, after the date hereof, enactmanet or expiration of applicable laws have the effect either of rendering the provision of th Agreement, or the Security Instrument unenforceable according to their terms or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security instrument, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payment.