

UNOFFICIAL COPY

BOX 333

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5-0030106 Appt. Ack. Sept.

Anthony A. Novak
 Joan J. Novak F/K/A Joan J. Mayer, his wife
 2416 S. 7th Avenue
 North Riverside, Illinois 60545
MORTGAGOR
 "I" includes each mortgagor above.

This instrument was prepared by
 (Name) **Cynthia M. Sedlacek**
 (Address) **1500 Roosevelt Road Broadview, IL**

LIBERTY BANK
 BROADVIEW, ILLINOIS 60163

13.00

MORTGAGEE
 "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, **Anthony A. Novak and Joan J. Novak F/K/A Joan J. Mayer, his wife**, mortgage and warrant to you to secure the payment of the secured debt described below, on **February 21, 1990**, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: **2416 S. 7th Avenue**, **North Riverside**, Illinois **60546**

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF LOT 2 AND 1/2 OF VACATED ALLEY LYING WEST AND ADJOINING THE SAID SOUTH 1/2 OF LOT 2 IN BLOCK 11 IN KOMAREK'S WEST 22ND STREET SECOND ADDITION BEING A SUBDIVISION OF WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.I.N. 15-26-117-009

COOK COUNTY, ILLINOIS

2:24

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located in **COOK** County, Illinois.

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and **1ST MORTGAGE DATED 8-20-79 TO LAND OF LINCOLN SAVINGS AND LOAN IN THE AMOUNT OF \$57,750.00.**

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof):

[]

[] **Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

[X] **Revolving credit loan agreement** dated **FEB. 21, 1990**, with initial annual interest rate of **10.5**%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on **FEB. 21, 1995** if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of **SIXTY THOUSAND AND XX/100*****Dollars (\$ 60,000.00)**, plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

[X] **Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
 [] A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

[] Commercial [] Construction []

SIGNATURES:

Anthony A. Novak
 ANTHONY A. NOVAK

Joan J. Novak F/K/A Joan J. Mayer
 JOAN J. NOVAK F/K/A JOAN J. MAYER

ACKNOWLEDGMENT: STATE OF ILLINOIS, COOK County ss:
 The foregoing instrument was acknowledged before me this **21ST** day of **FEBRUARY**, **1990**
 by **ANTHONY A. NOVAK AND JOAN J. NOVAK F/K/A JOAN J. MAYER**

Corporate or Partnership Acknowledgment

of _____ (Name of Corporation or Partnership)
 a _____ on behalf of the corporation or partnership.

My commission expires **11/7/92**

"OFFICIAL SEAL"
 (Seal) **Cynthia M. Sedlacek**
 Notary Public, State of Illinois

Cynthia M. Sedlacek
 (Notary Public)

31896006

Property of [Redacted]

1. **Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to the secured debt (exclusive of interest or principal), second, to interest and then to principal. If a partial payment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign, any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the reasonable cost or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses:** I agree to pay all your expenses, including reasonable attorneys' fees, if I break any covenants in this mortgage or if any obligation secured by this mortgage. Moreover, fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 17 of this mortgage.
6. **Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate this mortgage in the manner provided by law, and demand immediate payment and exercise any right to foreclose on the property.
7. **Assignment of Rents and Profits:** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to real agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.
9. **Authority of Mortgagee to Perform for Mortgagee:** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed, in a reasonable manner, you may sign my name or pay any amount if necessary for performance. If my consent is required in any way to perform the duties or cause them to be performed, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
10. **Your failure to perform:** All the covenants you have exercised any of your other rights under the law of this mortgage.
11. **Any amount paid by you to protect your security interest will be secured by this mortgage.** Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
12. **Inspection:** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
13. **Condemnation:** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
14. **Waiver:** By exercising any remedy available to you, you do not give up your rights to later sue on any other remedy. By not exercising any remedy, I do not waive your right to later sue on any other remedy.
15. **Joint and Several Liability; Co-signers; Successors and Assigns:** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may modify or make any other change in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
16. **The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.**
17. **Notice:** Unless otherwise required by law, any notice to me shall be given to you by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give you a copy of any notice by certified mail to your address on the front of the mortgage, or to any other address which you have designated.
18. **Any notice shall be deemed to have been given to either of us when given to either of us when given in the manner stated above.**
19. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or a beneficial interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
20. **Release:** When I have paid the secured debt, you will discharge the mortgage without charge to me. I agree to pay all costs to record this mortgage.

COVENANTS

BY COVENANTOR (PRINT NAME)