

DUANE J. KOIS AND TANYA KOIS,
HIS WIFE

This instrument was prepared by
(Name) SARIN CERICOLA, 14 N. DRYDEN,
(Address) ARLINGTON HEIGHTS, IL 60004
DOUGLAS SAVINGS BANK, 17K/a
DOUGLAS SAVINGS & LOAN
ASSOCIATION
14 N. DRYDEN
ARLINGTON HEIGHTS, ILLINOIS 60004

MORTGAGOR

MORTGAGEE

"I" includes each mortgagor above.

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

REAL ESTATE MORTGAGE: For value received, I, DUANE J. KOIS AND TANYA KOIS, HIS WIFE
, mortgage and warrant to you to secure the payment of the secured debt described below, on
MARCH 27, 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: 913 WILMA LANE ELK GROVE VILLAGE, Illinois 60007
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:
Lot 127 in Parkview Heights Subdivision, being a Subdivision in the NorthEast Quarter of Section 36,
Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded
April 12, 1978, as Document Number 24399728 and Certificate of Correction recorded January 2, 1979, as
Document Number 24784941, and recorded May 7, 1979 as Document Number 24949007, in Cook County, Illinois.

EXCEPT THE FOLLOWING PORTION CONVEYED TO THE VILLAGE OF ELK GROVE
That part of Lot 127 in Parkview Heights Subdivision, being a subdivision in the Northeast Quarter of Section 36,
Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded April 12,
1978 as Document No. 24399728 and certificate of correction recorded January 2, 1979 as Document No. 24784941 and
recorded May 7, 1979 as Document No. 24949007, in Cook County, Illinois, described as follows:

Beginning at the Northeastern corner of said lot 127; thence on an assumed bearing of South 38 degrees 55 minutes
26 seconds West along the Southeastern line of said lot 127 a distance of 3.82 feet to a point on a 45.00 foot
radius curve, the center of circle of said curve bears South 20 degrees 56 minutes 12 seconds West from said point;
thence Westerly along said curve 16.44 feet through a central angle of 20 degrees 55 minutes 42 seconds to the
North line of said lot 127; thence South 89 degrees 59 minutes, 30 seconds East along said North line 18.47 feet
to the point of beginning.

PERMANENT TAX NUMBER: 07-36-215-005-00 141371

DEPT OF RECORDING \$13.25
143333 TRAN 3118 03/30/90 09:28:00
45349 + C * - 90 - 14 1371
COOK COUNTY RECORDER

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

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.):
 PRIME ADVANTAGE LINE OF CREDIT AGREEMENT DATED MARCH 27, 1990

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.

Revolving credit loan agreement dated MARCH 27, 1990, with initial annual interest rate of 11.00 %.
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 MARCH 27, 2000 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:
TWENTY THOUSAND AND 00/100ths Dollars (\$ 20,000.00),
plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest
on such disbursements.

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)
Duane J. Kois
DUANE J. KOIS
Tanya Kois
TANYA KOIS

ACKNOWLEDGMENT: STATE OF ILLINOIS, COOK County ss:
The foregoing instrument was acknowledged before me this 27th day of MARCH, 1990
by DUANE J. KOIS AND TANYA KOIS, HIS WIFE

Corporate or Partnership Acknowledgment: of _____ (Name of Corporation or Partnership)
a _____ on behalf of the corporation or partnership.
My commission expires _____
(Notary Public) EDWARD R. GRAF
Notary Public, State of Illinois
My Commission Expires Dec. 19, 1991
(Notary Public) Edward R. Graf

UNOFFICIAL COPY

Property of [Name] Copyright [Year]

- 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 my insurer will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and principal, and third, to the secured debt 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 insurer proceeds may be applied, within your discretion, to either the restoration 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 costs, including reasonable attorney's fees, if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 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 other remedy secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 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 rental 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. Leaseholds; Condemnation; Planned Unit Developments:** I agree to comply with the provisions of any lease if this mortgage is on a leasehold, leasehold of the property, or a condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgagee:** If I fail to perform any of my duties under this mortgage, you may perform the duties of a mortgagee or not extend or to a responsible lender, you may do whatever is necessary to protect your security interest in the property. This may include completing the entire mortgage.
- 11. Inspection:** You may enter the property to inspect it if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation:** I assign to you the proceeds of any kind 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.
- 13. Waiver:** By executing any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider, in event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound:** 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 may extend, modify or make any other changes in the terms of this mortgage. Such a change will not release me from the terms of this mortgage. The assignor and benefits of this mortgage shall not and benefit the success or assigns of either or both of us.
- 15. Notice:** Unless otherwise required by law, any notice to me shall be given 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 any notice to you by certified mail to your address on the front side of this mortgage, or to any other address when you have designated.
- 16. Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any 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 valid power and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment if the proceeds of the sale or payment by federal law as of the date of this mortgage.
- 17. Release:** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

90141371