

UNOFFICIAL COPY

90157084

Thomas A. Posluszny
Karen L. Posluszny
823 Rainbow Drive
Glenwood, IL 60425

MORTGAGOR

The undersigned Mortgagor, above

The instrument was prepared by
Thomas A. Van, Firststar Park Forest Bank
99 Indianwood Blvd, Park Forest, IL
Firststar Park Forest Bank
99 Indianwood Blvd
Park Forest, IL 60466

MORTGAGEE

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

REAL ESTATE MORTGAGE: For value received, Thomas A. Posluszny and Karen L. Posluszny, his wife (J) mortgage and warrant to you to secure the payment of the secured debt described below, on March 30, 1990 the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures on and to the property.

PROPERTY ADDRESS 823 Rainbow Drive Glenwood Illinois 60425

LEGAL DESCRIPTION

Lot 51 in Glenwood Manor Unit Number 1, a Subdivision of part of the South Half of the Northwest Quarter of Section 4, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

32-04-102-051

DEPT-01 RECORDING \$13.00
19999 TRAN 1353 04/06/90 11:01:00
13860 : G * - 90 - 157084
COOK COUNTY RECORDER

located in Cook County, Illinois.

TITLE To have and to hold to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and Manufacturers Invover Mortgage Corp dated February 14, 1983 in the amount of \$50,000.00

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 instrument incorporated herein. Secured debt, as used in this mortgage, includes any amounts owed you under this mortgage or under any instrument secured by this mortgage.

The secured debt is secured by list of 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 shall be secured and will be a part of the same extent as if made on the date this mortgage is executed.

Expanding credit line agreement dated March 30, 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 shall be secured and will be a part of the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on March 30, 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 Twenty Thousand and 00/100 Dollars \$ 20,000.00 plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest thereon.

Variable Rate: The interest rate on this mortgage shall 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 conditions contained in this mortgage and in any rules described below, and signed by the

SIGNATURES

Thomas A. Posluszny

Karen L. Posluszny

ACKNOWLEDGMENT, STATE OF ILLINOIS Cook County ss
The foregoing instrument was acknowledged before me this 30th day of March 1990 by THOMAS A. POSLUSZNY and KAREN L. POSLUSZNY HIS WIFE

OFFICIAL SEAL
JULIE A. USAMP
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES SEP 20, 1992

1335
ILLINOIS

90157084

Property

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 any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment 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 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 expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation 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.
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 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; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the 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 or cause them to be performed. You may assign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
11. **Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.** Any amounts 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 consider the event a default if it happens again.
15. **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 and any party to this mortgage may extend, modify or make any other changes 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. **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 which you have designated.
17. **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 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.
18. **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.

6015784