SACOND MORTGAGE.

**UNOFFIC** MAIL TO

This hairument was prepared by:

THE TENED OF THE PERSON OF THE

C. Glaudell. Loan Officer LEYDEN SCHOOLS COMBONT UNION 9617 W. Grand Ave., P.O. Box 236 Franklin Park, Illinois 60[3]

## MORTGAGE

THIS MORTGAGE is made this 5th day of Mortgagor, Robert F. Zielinski, Jr. and Mar	May		10 90 hatman the
Mongagor, Robert F. Zielinski, Jr. and Mar	rgaret A. Zielins	ki, his wife, in	joint tenancy.
(herein "Borrower"), and the Mortgages,			
Leyden Schools Credit Union organized and existing under Illinois	and the second s		
WHEREAS, Borrower has entered into a Revolving Credit	Loan Plan with the Lender of	Jaled May 5	
19 90, under which Borrower may from time to time, one or cipal amount of FTFT	more times, obtain foan ad TEEN THOUSAND AND	ivances not to exceed at an NO / 100	ny time an aggregate prin-
Credit Loan Plan provides for an adjustable rate of interest, FINA OF PRINCIPAL AND INTEREST DUE MAY 5, 201 TO SECURE to Lender the repayment of any and all load Credit Loan Plan, w.n. interest and other charges thereon, to profect the soci, h. I this Mortgage, as well as all late chargesements of Borrower Perein contained, Borrower does hereby	Jacobs of the control	h a secured line of credit to BE MAY 5, 1995, W may make now or in the folial other sums advance a feas; and the performan et and Lender's successors	pasis, and which Revolving FITH FINAL PAYMENT uture under the Revolving id in accordance herewith the of the coverants and and assions with power.
to sale, the following described property located in the County	y of <u>Cook</u>	, State of I	ilinois;
LOT 24 IN PETERSON'S SUBDIVISION OF THE QUARTER OF SECTION 11, TOWNSHIP 40 NORTH (EXCEPT THAT PART THEREOF TAKEN FOR MANN	I. RANGE 12. EAGT	OF THE THIRD DOL	MOTDAY MEDITAL
P.I.N. 12-21-106-022		. TH2222 TRAN	6010 05/16/90 09:17:0 #-90-22612:
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which has the address of	10226 Addison,	<u>C</u>	Franklin Pari	Ca
60131 (Zip Code)	(Street) (herein "Property Address");	0	<b>^</b>	City)

TOGETHES with all the improvements now or hereafter erected on the property, and all as imments, rights, appurishances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "coperty."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Burrower do-will be that Borrower warrants and defends, subject to encumbrances of rise, gilled prior to the date of its control of the service of the control of the property against all claims and demands, subject to encumbrances of rise, gilled prior to the date of its control of the control of ing of this Mortgage.

UNIFORM COVERANTS. Borrower and Lender covernant and agree on follows:

1 Payment of Aggregate Principal and Interest. Borrower shall promptly pay when due the total indebtedness r do anced by the Revolving Credit Loan Plan which includes principal, interest, and other charges.

2 Application of Phymonis. Unless applicable law provides otherwise, all payments received by Lender under the Revolving Credit Loan Plan.

2 Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Revolving Credit Loan Plan and paragraph. I hereof shall be applied by Lender first in payment of amounts payable to Lunder by Borrower for Interest and charges payable under the Revolving Credit Loan Plan.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's chilipations under any mortgage, dend of trust or other security agreement with a tien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments, times and other charges attributable to the Property which may attain a priority over this Mortgage, and Inasehold payments or ground rents, if any.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by tire, 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.

4. Hazard insurance. Borrower shall keep the improvements now existing or notestiar accord on the recipitly insurance against loss by the, 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.

The insurance carrier providing the insurance shall be chosen by Burrower subject to approval by Lender; provided, that such approval shall not be unlessed withheld. All insurance policies and renewals thereof shall have the right to hold the policies and senderal mortgage clause in layer of and in a form acceptable to Lender. I mider shall have the right to hold the policies and senderal thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Berrower.

If the Property is absoluted by Borrower, or if Borrower fulls to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier tills to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier tills to solitis a claim for insurance benefits, Lender is sufficiently little for collect and apply the insurance preciseds at Lender's option either to restorable or repair of the Property or to the summ secured by this Mortgage.

S. Pressivation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Burrower shall keep the Property in good repair and shall compile while the property and shall 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, Borrower shall period.

S. Pressivation and experiences, disburse such sums, including reasonable altoring; then Lender's option, upon notice to Borrower's and Lender's sof ance with Borrower's and Lender's written agreement or applicable law.

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literest therein, a Any amounts disbursed by Leicarcu suart to this paragraph to your literast therein, a the Reviving Credit toan Agreement rate, shall become additional indebtedness of Berrower secured by the Moltgage, unless device and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall he Rev living Credit Loan Agreement rate, and Lender agree to other terms of payment, 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 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 therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or 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 paid to Lender, subject to the terms of any mortigage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Relassed, Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise 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. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise attorded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind 10 Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof All covenants and agreements of Borrower shell be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Revolving Credit Loan Plan, (a) is co-signing this Mortgage only to mortgage, grant and convey that borrower's interest in the Property to Lender the terms of this Mortgage, (b) is not personally liable on the Revolving Credit Loan Plan or under this Mortgage, (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Revolving Credit Loan Plan without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Horrower provided for 11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address at 31 such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender'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 Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Len's Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the property is located. The foregoing and not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Revolving Credit Loan Plan conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Revolving Credit. Loan Plan which can be give, effect without the conflicting provision, and to this end the provisions of this Mortgage and the Revolving Credit Loan Plan are declared to be severable. As unad herein, "costs", "expenses" and "attorneys" fees," include all sums to the extent not prohibited by applicable law or limited hyreln.
13. Borrower's Copy. Bo rower shall be furnished a conformed copy of the Revolving Credit Loan Plan and of this Morgage at the time of execution or after recordation hereof

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable 17 cander, an assignment of any rights, claims or defenses which Borrower have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property. If the Smoower shall cause or permit the transfer of any legal or equitable interest in the real estate which is described to the Property of the Property of the Smoower shall cause or permit the transfer of any legal or equitable interest in the cast estate which is described to the Property. in the Mortgage, or enter into any contract for the srice of said real estate or any part thereof, the Lender may at the Lender's option, without prior notice, declare the then outstanding balance of the revolving credit loan immediately due and payable. Nothing in the Revolving Credit Loan Plan shall serve deciate the fine noustanding plaints of the tevol into a minimum probability of the fine transfer otherwise except from such a restriction under state or Federal Isw.

Notice of acceleration in accordance with paragraph 1. hereof. Such notice shall provide a period of not less than 30 days from the date the to limit a transfer otherwise except from such a restriction under state or receival with a law in olded of acceleration in accordance with paragraph?. Neverol. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower risy play the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice is demand on Borrower, Invoke any remedies permitted by paragraph 16 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further coverant and agree as follows:

16. Acceleration; Remedies. Except as provided is not received in period of prover's breach of any coverant or agreement of Borrower in this Mortgage, or in the Revolving Credit Loan Agreement, including the coverants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall give notice to Borrow er as provided in peragraph 11 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date shall be notice shall further inform Borrower of the sught to reinstate alter acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date as apacticed in the notice, Lender, at Lender's option, may declare all judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fens and costs of documentary evidence, abstracts 2013 file reports.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of neconational and proceeding begi rower shall have the right to have any proceedings begun by Lender to enforce this Mortgage uncontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Revolving Credit Loan Plan had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower cures all breaches of any other covenants or agreements of Borrower cures all breaches of any other covenants. expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this mortgage, (c) buttons pays aim reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in the Mortgage, end in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (c) Borrower takes such action as Lender may reasonably require to assure that the item of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage. shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and

offect as if no acceleration had occured

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Bor ow it hereby assigns to Lender the rents of

18. Assignment of Renta; Appointment of Receiver. As additional security forestition, por owners assigns to Califor the Property, provided that Borrowar shall, prior to acceleration under paragraph 16 hereof or abancament of the Property, and to collect and relation under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to cultect the rents of the Property including those past due. All rents collected by the receiver shall be applied tirst 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 attorneys' fees, and then to the sum; secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
19. Release. Upon payment of all sums secured by this Mortgage, Lender, upon Sorrower's written request, shall release at it. 3 Mortgage without charge

to Borrows

20. Walver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property

21, Priority of Future Advances. All future advances shall have the same priority as if advanced at the date of this Mortgeor

REQUEST FOR NOTICE OF DEFAULT  MORTGAGES OR DEEDS OF TRUST	

Borrower and Lender re Mortgage to give Notice to Le brance and of any sale or other	nder, at Londer's address set forth	deed of trust or other encumbrance with a lien who on page one of this Mortgage, of any default un	ich has priority over this der the superior encum-
IN WITNESS WHEREOF	F, Borrower has executed this Mort	Talt filmen	
Ž		Robert F. Gielinghi Fr.	Barrower
STATE OF ILLINOIS,	Cook	Margaret A. Zie Anski County \$5:	Borrower
Marjorie C.	Gloor	, a Notary Public in and for said county and stat Zielinski, his wife, in joint te	
me this day in person, and acki	nowledged that	are subscribed to the foregoing instruend and delivered the said instrument astheir to ay of May 19 90  May 19 90  Notary Public	