

UNOFFICIAL COPY

RICHARD KACZMARSKI

492 BERNICE CT.

WHEELING, IL. 60090

9027445

This instrument was prepared by
(Name) LISA JOHNSON 555 W. DUNDEE RD.
(Address) BUFFALO GROVE, IL. 60089

FIRST MIDWEST BANK/BUFFALO GROVE
NATIONAL ASSOCIATION
555 WEST DUNDEE ROAD
BUFFALO GROVE, IL 60089

MORTGAGOR
("I" includes each mortgagor above.)

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

REAL ESTATE MORTGAGE For value received, I, RICHARD KACZMARSKI,
mortgage and warrant to you to secure the payment of the secured debt described below, on
MAY 26, 1990 the real estate described below and all rights, easements, appurtenances, rents, leases and existing
and future improvement, and fixtures (all called the "property").
PROPERTY ADDRESS: 492 BERNICE CT. WHEELING Illinois 60090
(Street) (City) (Zip Code)

LEGAL DESCRIPTION
LOT 15 IN BLOCK 3 IN DUNHURST SUBDIVISION UNIT 3 IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1955 AS DOCUMENT 16371790 IN COOK COUNTY, ILLINOIS.
TAX KEY NO. # 03-10-404-015

1500/6
Property of Cook County Clerk's Office

RECORDED
INDEXED
SEP 23 1990
#2334 # 25 34-480-27445

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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

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 amount its 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 in the same extent as if made on the date this mortgage is recorded.

Revolving credit loan agreement dated MAY 26, 1990 with initial annual interest rate of 12.50 %
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 MAY 26, 1994 if not paid earlier.
The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:
EIGHTEEN THOUSAND SIX HUNDRED AND NO/100 Dollars (\$ 18,600.00), 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:
Richard Kaczmariski
RICHARD KACZMARSKI

ACKNOWLEDGMENT: STATE OF ILLINOIS COOK County ss:
The foregoing instrument was acknowledged before me this 26th day of May, 1990
by Richard Kaczmariski

Corporate or Partnership Acknowledgment: I, _____, of _____, a _____, on behalf of the corporation or partnership.

OFFICIAL SEAL
KATE A. C. HAUSMANN
Notary Public, State of Illinois
My Commission Expires 12/27/93

Kate A. Hausmann B.O.
Notary Public

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10/10/10

Property

1. **Payments** I agree to pay the principal and interest on the secured debt in accordance with the schedule of payments set forth in the attached schedule of payments. I understand that the secured debt is subject to the terms of the mortgage and I agree to pay the same in accordance with the schedule of payments set forth in the attached schedule of payments. I understand that the secured debt is subject to the terms of the mortgage and I agree to pay the same in accordance with the schedule of payments set forth in the attached schedule of payments.
2. **Claims against Third Parties** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend and hold the property against any claims, suits, actions, damages, claims or expenses which I may incur against third parties who supply, install or maintain the property.
3. **Insurance** I will keep the property insured under a fire and theft policy and will maintain such insurance for as long as I own the property. I will also maintain such insurance for as long as I own the property. I will also maintain such insurance for as long as I own the property.
4. **Property** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses** I agree to pay all my expenses, including reasonable attorney's fees, if I break any covenants in this mortgage or in any obligation secured by this mortgage. I will also pay those expenses 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 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 also exercise any other remedy provided by law.
7. **Assignment of Rent and Profits** I agree to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents and profits of the property. I may also assign or sublet the property. I may also assign or sublet the property. I may also assign or sublet the property.
8. **Waiver of Homestead** I hereby waive all right of homestead exemption in the property.
9. **Leasehold, Condemnation, Planned Unit Development, etc.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. I agree to comply with the provisions of any lease if this mortgage is on a leasehold.
10. **Authority of Mortgagee to Perform for Mortgagee** I agree to perform any of my duties under this mortgage, you may perform the duties of this mortgage on my behalf. I may also perform the duties of this mortgage on my behalf. I may also perform the duties of this mortgage on my behalf.
11. **Inspection** You may enter the property to inspect it if you give me notice beforehand. The notice must state the reasonable cause for the inspection.
12. **Condemnation** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of a part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior sale 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 remedy if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability, Co-signers, Successors and Assigns** All duties under this mortgage are joint and several. If I fail to perform my duties under this mortgage, you may perform the duties of this mortgage on my behalf. I may also perform the duties of this mortgage on my behalf. I may also perform the duties of this mortgage on my behalf.
15. **Notice** These covenants shall be given to me by you or by making mail to your address on the front side of this mortgage. I will give you any notice to me that I give to any other address which you have designated.
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 in the above situations. It is provided by federal law as of the date of this mortgage.

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COVENANTS