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90302560

THOMAS J. KUSHNER

PATRICIA DOYLE KUSHNER

728 N. LAGRANGE ROAD

LAGRANGE PARK, IL 60525

MORTGAGOR

"I" includes each mortgagor above.

This instrument was prepared by
(Name) LINDA DILLON - EDGEWOOD BANK

(Address) 1023 W. 55TH STREET, COUNTRYSIDE, IL 60525

EDGEGOOD BANK
1023 W. 55TH STREET
COUNTRYSIDE, IL 60525

MORTGAGEE

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

REAL ESTATE MORTGAGE: For value received, I, THOMAS J. KUSHNER AND PATRICIA DOYLE KUSHNER, HIS WIFE _____, mortgage and warrant to you to secure the payment of the secured debt described below, on JUNE 14, 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: 728 N. LAGRANGE ROAD (Street) LAGRANGE PARK (City), Illinois 60525 (Zip Code)

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF LOT 107 AND ALL OF LOT 108 IN HIGHVIER SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LIVING WEST OF CENTER LINE OF FIFTH AVENUE, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 19-33-127-105

DEPT-01 REZONE 1990
TRUSS 55 TRIN 2566 06/25/90 15.25 .00
#7150 # 40-90-302560
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.):

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 JUNE 14, 1990, with initial annual interest rate of 10.50%. 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 JUNE 14, 1997 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: THIRTY THOUSAND DOLLARS AND NO/100 Dollars (\$ 30,000.00), 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:

X Thomas J. Kushner
THOMAS J. KUSHNER

X Patricia Doyle Kushner
PATRICIA DOYLE KUSHNER

ACKNOWLEDGMENT: STATE OF ILLINOIS.

COOK

County no:

JUNE , 1990

The foregoing instrument was acknowledged before me this 14TH day of JUNE , 1990,

by LINDA J. DILLON

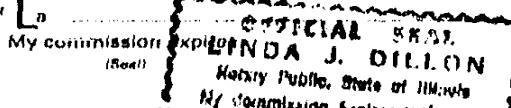
THOMAS J. KUSHNER AND PATRICIA DOYLE KUSHNER, HIS WIFE,

Corporate or
Partnership
Acknowledgment

[] of
[]
[]

(Name of Corporation or Partnership)

on behalf of the corporation or partnership.



Linda J. Dillon
(Notary Public)

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1. **Payments.** I agree to make all payments due at the earliest date to any amount due. Unless we agree otherwise, any payment you receive from me or for my benefit will be applied first to any amounts due under the property, then to prepare the property, if partial payment of 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 to improve it.
3. **Leisure.** I will keep the property in good condition and make all repairs reasonably necessary or repair it as long as I own it.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary or repair it as long as I own it.
5. **Exemptions;** I agree to pay all your expenses including reasonable attorney fees if I break any covenant in the mortgage or in any obligation secured by this mortgage. You may recover the maturity of any debt you have to pay the mortgagee or in any obligation secured by this mortgage. Afterwards, fees include those awarded by an appellate court. I will pay these amounts to you as long as I own it.
6. **Delays;** If I fail to make any payment when due or break any covenant under the mortgage, any prior mortgagee or any obligee may demand payment of the rent and demand debt and demand payment of any amount due.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise, any rents and profits of the property as long as I am not in default, you agree to collect the rents and profits myself or a court appointed receiver. The rents and profits of the property will be placed in a general fund developed until development is completed and then distributed among the partners.
8. **Waiver of Mortgagagee's Right to Foreclose.** I hereby waive all rights of foreclosure excepted as follows:
9. **Lesseeholders; Goodwill; Planned Unit Developments;** I agree to comply with the provisions of any lease of this mortgage. You may perform the duties under this mortgagee on the duration of this leasehold or the duration of the development or a planned unit development until development is completed.
10. **Authority to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties necessary to be performed on my behalf to satisfy my obligations to the mortgagee. This may include completing the construction of the property.
11. **Impersonation.** 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 award or claim for damages connected with a condemnation of all or any part of the property. Such proceeds will be applied as provided in the instrument of condemnation. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not waive your right to later consider a default if it happens again.
14. **Joint and Several Liability; Co-signers; Sureties and Assees.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying note, I do not only to this mortgage my interests in the terms of this mortgage, I also agree that you and any party to this mortgage may exercise my rights under the note in the form of this mortgage.
15. **Notice.** Unless otherwise specified by law, you shall give me notice by deliverying it to my address on the front page of this mortgage, or to any other address which you have designated.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage.** If all or any part of the property is sold or transferred to another person, you may demand payment of the secured debt. You may also demand immediate payment without notice if it is sold or transferred to a natural person and a beneficial interest in the mortgage is sold or transferred. You may not demand payment without notice if it is sold or transferred to a corporation or any other entity or if the property is sold or transferred to the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **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.