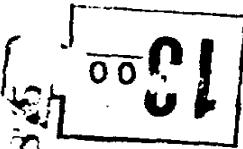


ILLINOIS

UNOFFICIAL COPY

My attorney has been retained by me to represent me in this matter.	
My attorney is Mr. Seidack	
My copy of the instrument was acknowledged before me this _____ day of May 1990.	
Thomas E. Dvorak and wife Ellleen, his wife	
The foregoing instrument was acknowledged before me this 24th day of May 1990.	
ACKNOWLEDGMENT: STATE OF ILLINOIS, County of Cook	



Ellleen Dvorak

Thomas E. Dvorak and wife

SIGNATURES:

Thomas E. Dvorak

COMMERCIAL CONSTITUTION
 A copy of the loan agreement containing the terms under which the mortgagor made this loan may be attached to this mortgage and
 Variable Rate. The interest rate on the obligation secured by this mortgage may vary according to the terms of this obligation.
 The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of \$31,000.00 plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance of the property, with interest on such disbursements.
 The above obligation is due and payable on MAY 24, 1990, with interest due on the date of payment.
 All amounts owed under this agreement are convertible and will be secured and will have priority to the same amount as and when due on the date of payment.
 Future Advances. All amounts owed under the above agreement are secured even though not all amounts may not be advanced. Future Advances. All amounts owed under the above agreement are secured even though not all amounts may not be advanced.
 The secured debt is evidenced by this instrument and agreement secured by this mortgage and the dates thereof.

SECURED DEBT. This mortgage secures repayment of the secured debt as used in this mortgage, including amounts obtained under this mortgage or under any other document incorporated herein and will have priority to the same amount as and when due on the date of payment.

TITLE. I covenant and warrant title to the property, except for encumbrances of record, unencumbered, bearing ordinary taxes and assessments not yet due and in any other document incorporated herein and the period of record, to the best of my knowledge, and will be secured by this mortgage and the dates thereof.

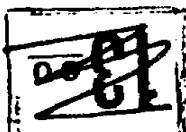
IN THE AMOUNT OF \$159,300.00.

SECURITY. This mortgage secures repayment of the secured debt as used in this mortgage, including amounts obtained under this mortgage or under any other document incorporated herein and will have priority to the same amount as and when due on the date of payment.

Lot 14 in Thomas E. Sullivan Jr., Glenview Subdivision Unit Number 2, being a
Subdivision of the North 163 feet of the West 699.74 feet of the East 74
feet of the South 3 of the Section 34, Township 42 North, Range
12 East of the Third Principal Meridian, in Cook County, Illinois.

353

NOTE: PLEASE RECORD MORTGAGE TO INCLUDE MARITAL STATUS: SHOULD BE THOMAS E. DVORAK
PIN# 04-34-412-007



REAL ESTATE MORTGAGE. For value received, I, Thomas E. Dvorak and wife Ellleen, his wife
mortgagee and warrant to you to secure the payment of the sum of \$150,000.00, principal, assessed taxes, application fees, costs, expenses and exceeding
and future improvements and fixtures held called the "Property" _____
the real estate described below and all rights, easements, supplies, fixtures, taxes, expenses, fees and costs
and future improvements and fixtures held called the "Property".
Lot 14 in Thomas E. Sullivan Jr., Glenview Subdivision Unit Number 2, being a
Subdivision of the North 163 feet of the West 699.74 feet of the East 74
feet of the South 3 of the Section 34, Township 42 North, Range
12 East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION

PROPERTY ADDRESS 2221 Linneman Street
Glenview, IL 60025
and future improvements and fixtures held called the "Property" _____
the real estate described below and all rights, easements, supplies, fixtures, taxes, expenses, fees and costs
and future improvements and fixtures held called the "Property".
Lot 14 in Thomas E. Sullivan Jr., Glenview Subdivision Unit Number 2, being a
Subdivision of the North 163 feet of the West 699.74 feet of the East 74
feet of the South 3 of the Section 34, Township 42 North, Range
12 East of the Third Principal Meridian, in Cook County, Illinois.

MORTGAGOR	
Glenview, IL, 60025	
2221 Linneman Street	
Ellleen Dvorak	
Thomas E. Dvorak	
LIBERTY BANK	
BROADVIEW, ILLINOIS 60153	
Address: 1500 Roosevelt Rd., Broadview, IL.	
This instrument was prepared by [Signature]	
Name: SYLVIA House LINDA D'AVILA	
Address: 1500 Roosevelt Rd., Broadview, IL 60153	
This instrument was prepared by [Signature]	
Name: GENEVA FORD	
Address: 1500 Roosevelt Rd., Broadview, IL 60153	
After review, I, the undersigned, Date: 04-27-90	

333 X

30357875 30281353

UNOFFICIAL COPY

1. **Payments.** I agree to make all payments on the secured debt whenever due. I agree to prepay. Any payment, even before it is due or for my benefit will be applied first to any amounts I owe you on the secured debt. Payment of interest or principal will be made 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 entitled to fees paid by or as the insured on any such insurance policy. Any insurance proceeds may be applied to 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 fees and legal expenses in this mortgage or any claim or secured by this mortgage. Attorneys' fees include those awarded by an appropriate 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 part of this mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment of all otherwise 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 attorneys' 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. **Authority of Mortgagor to Perform for Mortgagor.** If I fail to perform any of the duties under this mortgage, you may perform the duties to cause them to be performed. You may sign my name or pay any amount of my debts or expenses on my behalf. Any costs of doing so or the property 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.

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 reimbursed to you on your original. Such amounts will be demandable and will bear interest from the date of the payment until paid in full at the rate of 10% above the original interest rate.

10. **Inspection.** You may enter the property to inspect, at any time, for any reason. You do not have to state the reason, but you must give notice of inspection.

11. **Condemnation.** I assign to you the proceeds of any condemnation of my property, except that I retain the right to recover for 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.

12. **Waiver.** By exercising any remedy available to you, you will not discharge me from my liability after remedy. By not exercising any remedy, if I default, you do not waive your right to later exercise the same remedy if it appears prudent.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. I co-sign this mortgage but do not co-sign the underlying debt. I do so only to recognize 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.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either of both of us.

14. **Notice.** Unless otherwise required by law, any notice to me shall be given by "Mortgagee" 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.

Any notice shall be deemed to have been given to me the day it was sent or delivered, as set above.

15. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If you transfer the property or any interest in it, except by sale of the property without your prior written consent, you may demand payment of the secured debt and also demand immediate repayment if the mortgagor is not a natural person and a beneficiary. Otherwise, the mortgagor's right to transfer up. However, you may not demand payment in the above situations if it is prohibited by federal laws or the terms of the mortgage.

16. **Release.** When I have paid the secured debt, you will release the mortgage from the property. I agree to pay all costs to record this mortgage.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 JUL 25 PH 1:30

90357875

90281353