

# UNOFFICIAL COPY

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## MOUNT GREENWOOD BANK HOME EQUITY CREDIT LINE MORTGAGE - VARIABLE RATE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 10, 19 91. The mortgagor is JOHN J. ZAWACKI AND ROSEMARIE ZAWACKI, HIS WIFE (1) (Borrower). This Security Instrument is given to MOUNT GREENWOOD BANK, which is an Illinois banking association, and whose address is 3052 West 111th Street, Chicago, Illinois, 60655 (Lender). Borrower owes Lender the maximum principal sum of TWENTY THOUSAND AND NO/100 Dollars (U.S. \$ 20,000.00), or the aggregate unpaid amount of all loans (the "Line") made by Lender pursuant to that certain Home Equity Credit Line Agreement ("Agreement") of even date herewith whichever is less. The debt is evidenced by the Agreement executed by Borrower dated the same date as this Security Instrument which Agreement provides for monthly principal and interest payments, with the full debt, if not paid earlier, due and payable on demand after seven years from the date of this mortgage. The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time (but in no event later than 20 years from the date hereof) not to exceed the above stated maximum amount outstanding at any one time. The Agreement evidences a revolving line of credit between Borrower and Lender and therefore, the lien of this Mortgage secures payment of any existing indebtedness under the Agreement, and any future advances as may be made from time to time by Lender in connection with the Agreement from the date hereof to twenty (20) years from the date of this Mortgage, and the lien of this Mortgage secures future advances made in connection with the Agreement to the same extent as if such future advances were made on the date hereof regardless of whether or not any advance has been made as of the date of this Mortgage or whether there is any outstanding indebtedness at the time of any future advance. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in VILLAGE OF OAK LAWN COOK County, Illinois:

THE NORTH 10 FEET OF LOT 34 AND ALL OF LOT 35 AND THE SOUTH 10 FEET OF LOT 36 IN BLOCK 3 IN PALOS GATEWAY, BEING A SUBDIVISION OF LOTS 9 AND 16 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDINGS 115.00  
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#3947 #1 \* -91-414975  
COOK COUNTY RECORDER

which has the Permanent Tax Identification Number of: 24-16-401-053 and

which has the address of 10724 S. LAMON (Street),  
OAK LAWN (City), Illinois, 60453 (Zip Code), (Property Address):

TOGETHER WITH all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. There is a prior mortgage from Borrower to N/A dated N/A and recorded with the Recorder's Office of N/A County, Illinois as Document Number N/A on N/A, 19 N/A.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Agreement.
2. Application of Payments. All payments received by Lender shall be applied to the annual fee, interest due; and then, to principal.
3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. The Borrower shall make these payments directly, and promptly furnish to Lender receipts evidencing the payments.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage described above, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term 'extended coverage' and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, and any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property: Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Agreement rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not by a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Agreement: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security

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Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

12. Prohibition on Extensions of Credit or Reduction in Credit Limit. Lender can refuse to make additional extensions of credit to Borrower on the Line under the Agreement or reduce your credit limit under the Agreement upon the occurrence of any one of the following events:

- (1) The value of the Property declines significantly below its appraised value for purposes of the Line evidenced by the Agreement.
- (2) Lender reasonably believes Borrower will not be able to meet the repayment requirements of the Line under the Agreement due to a material change in Borrower's financial circumstances.
- (3) Borrower is in default of a material obligation in the Agreement.
- (4) Government action prevents Lender from imposing the ANNUAL PERCENTAGE RATE provided for in the Agreement or impairs Lender's security interest in the Property such that the value of Lender's interest is less than 120 percent of Borrower's credit Line under the Agreement.
- (5) A regulatory agency has notified Lender that continued advances to Borrower on the Line under the Agreement would constitute an unsafe and unsound practice.
- (6) The maximum ANNUAL PERCENTAGE RATE of the Line under the Agreement is reached.

If Lender prohibits additional extensions of credit on the Line or reduces the credit limit of the Line under the Agreement, in accordance with this paragraph 12, Lender shall mail written notice of such action to Borrower within three (3) business days after Lender has taken action hereunder. The Lender's notice shall inform Borrower of the specific reasons why Lender is prohibiting additional extensions of credit on the Line under the Agreement and/or has reduced the credit limit of Borrower's Line under the Agreement. Lender's notice shall also inform Borrower that Borrower must request reinstatement of its credit privileges under the Line. Once Borrower has made such a request, Lender must investigate in order to determine whether the condition(s) which authorized the Lender to prohibit additional extensions of credit on the Line and/or to reduce its credit limit of the Line have been corrected so that Borrower's credit privileges may be reinstated under the Line.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein (attention: Home Mortgage Unit) or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower to Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of Illinois. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

15. Borrower's Copy. Each Borrower shall be given one conformed copy of the Agreement and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower; Due on Sale. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstale. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged; and (e) not use this provision more frequently than once every five years. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred under paragraphs 12 or 16.

18. Prior Mortgage. Borrower shall not be in default of any provision of any prior mortgage.

ADDITIONAL COVENANTS. Borrowers and Lender further covenant and agree as follows:

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19. Acceleration; Remedies. The occurrence of any one of the following events ("default") shall cause Borrower to be in default under this Security Instrument:

- (a) Borrower engaged in fraud or material misrepresentation in connection with the Line.
- (b) Borrower does not meet the repayment terms of the Line.
- (c) Borrower's action or inaction adversely affects Lender's security interest in the Property for the Line or the Lender's rights in the Property.

Upon the occurrence of a default, Lender shall give notice to Borrower of the default prior to acceleration hereunder (but not prior to acceleration under paragraph 16, unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in legal proceedings pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first 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 sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders of this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

X John T. Zawacki  
Borrower JOHN T. ZAWACKI

X Rosemarie Zawacki  
Borrower ROSEMARIE ZAWACKI

Prepared by and return to:

M. ROCIOLA  
c/o Mount Greenwood Bank  
3002 West 111th Street  
Chicago, Illinois 60655

STATE OF ILLINOIS, COOK County as

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JOHN T. ZAWACKI AND ROSEMARIE ZAWACKI personally known to me to be same person(s) whose name(s) THEY subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered that said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10TH day of AUGUST, 1991.

Shelby Jean Germany  
Notary Public

(Space Below This Line For Acknowledgement)-----



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