

UNOFFICIAL COPY

THE GRANTORS, JOHN M. PRZYBOCKI AND JEAN D. PRZYBOCKI, HUSBAND AND WIFE, OF 10122 S. 86TH AVENUE, OF THE CITY OF PALOS HILLS OF THE COUNTY OF COOK STATE OF ILLINOIS; FOR TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION IN HAND, CONVEY AND WARRANT TO: PAUL W. ALDWORTH AND DEBORAH M. ALDWORTH, HUSBAND AND WIFE, IN JOINT TENANCY AND NOT TENANTS IN COMMON, OF 3541 W. 62ND PLACE, CHICAGO, IL, ALL INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS:

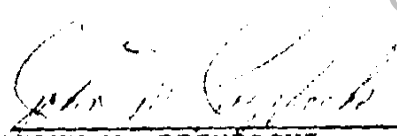
THE NORTH 77.50 FEET OF LOT 10 IN FRANK DE LUGACH'S HILL TOP WOODS BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 23-11-306-027-0000 151

SUBJECT TO CONDITION AND RESTRICTION OF RECORD.

HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS.

DATED THIS 6TH DAY OF SEPTEMBER, 1991.


JOHN M. PRZYBOCKI

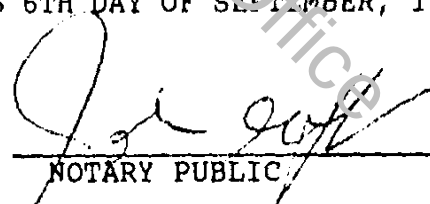

JEAN D. PRZYBOCKI

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, JOHN E. GRIFFIN, A NOTARY PUBLIC IN FOR SAID COUNTY OF COOK, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT JOHN M. PRZYBOCKI AND JEAN D. PRZYBOCKI, HUSBAND AND WIFE, ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, THEY APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 6TH DAY OF SEPTEMBER, 1991.




NOTARY PUBLIC

INSTRUMENT PREPARED BY:
JOHN E. GRIFFIN
ATTORNEY AT LAW
8711 W 95TH STREET HICKORY HILLS, IL 60457

ADDRESS OF THE PROPERTY:
10122 S. 86TH AVENUE
PALOS HILLS, IL 60465

MAIL TO:
KEN SLOMKA, ATTORNEY AT LAW
6336 S. WESTERN
CHICAGO, IL 60636

SEND TAX BILLS TO:
PAUL W. ALDWORTH
10122. S. 86TH AVENUE
PALOS HILLS, IL 60465



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incur any expense or take any action hereunder.

8. INSPECTION. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that Bank shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Bank's interest in the Property.

9. 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 Bank, subject to the terms of any Prior Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Bank is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard Insurance. No settlement for condemnation damages shall be made without Bank's prior written approval.

10. BORROWER NOT RELEASED. Extension of the time for payment, acceptance by Bank of payments other than according to the terms of the Note or modification in payment terms of the sums secured by this Mortgage granted by Bank 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. Bank 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.

11. FORBEARANCE BY BANK NOT A WAIVER. Any forbearance by Bank in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event.

12. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other rights or remedies under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

13. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein shall bind, and the rights hereunder shall inure to, the respective heirs, legatees, devisees, successors and assigns of Bank and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. NOTICES. Except to the extent any notice shall be required under applicable law to be given in another manner, (a) any notice to Borrower shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Bank as provided herein, and (b) any notice to Bank shall be given by certified mail to Bank's address stated herein or to such other address as Bank may designate by Notice to Borrower as provided herein. Unless otherwise specifically provided, any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Bank when given in the manner designated herein.

15. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by Federal law and the law of Illinois. In the event that any provision or clause of this Mortgage or the Note shall be adjudged invalid, illegal or unenforceable by any court, such provision or clause shall be deemed stricken from this Mortgage and shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. BORROWER'S COPY. Borrower shall be given a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.

17. TRANSFER OF THE PROPERTY; DUE ON SALE. If all or any part of the Property or any interest therein or any interest in any trust that holds title to the Property is sold, transferred, conveyed, mortgaged, encumbered or assigned by operation of law or otherwise, sums secured by this Mortgage shall, after thirty (30) days' notice by Bank to Borrower as provided in paragraph 18, become immediately due and payable without notice or demand.

18. DEFAULT; ACCELERATION. The Note and this Mortgage shall be in default after thirty (30) days' notice by Bank to Borrower of any of the following events: (a) an "Event of Default" (as defined in this Note) or Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including, but not limited to, the covenants to pay when due or declared due any sums secured by this Mortgage; (b) the occurrence of a default under any Prior Mortgage or any instrument evidencing indebtedness secured by a Prior Mortgage, or the acceleration of any such indebtedness or the filing of any action to collect such indebtedness or to foreclose such Prior Mortgage; (c) any application or any representation or statement furnished to Bank by Borrower is found to be false; (d) the outstanding balance due Bank under the Note or Mortgage exceeds the Maximum Credit Amount; (e) Borrower fails to furnish Bank an updated financial statement upon each anniversary date of the Note or when Bank reasonably requests or Borrower fails to furnish Bank any other personal financial information when Bank reasonably requests; (f) a bankruptcy proceeding is filed by or against Borrower or Borrower makes an assignment for the benefit of creditors, becomes insolvent or is unable to meet Borrower's obligations as they become due; (g) Borrower's death; (h) all or any part of the Property is sold or is further encumbered; or (i) the occurrence of any other default under this Mortgage, the Note, or any other agreement between Bank and Borrower.

Upon the occurrence of any of the events described in items (a) through (i) above, Bank, without notice, may refuse to pay any outstanding checks or make any additional advances, and Bank at Bank's option may, upon 30 days notice to Borrower, declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Bank shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports. During the continuance of the default, Borrower remains subject to all rights, remedies and obligations set forth in the Note, in addition to those rights, remedies and obligations provided herein.

19. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Bank's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Bank to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Bank all sums which would be then due under this Mortgage and the Note, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Bank in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Bank's remedies as provided in paragraph 18 hereof including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Bank may reasonably require to assure that the lien of this Mortgage, Bank'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 effect as if no acceleration had occurred.

20. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; BANK IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof, or abandonment, and at any time prior to the expiration of any period of redemption following judicial sale, Bank, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the Property, and collect the rents of the Property, including those past due. All rents collected by Bank or the receiver shall be applied first to payment of the costs of operation and 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 Mortgage. Bank and the receiver shall be liable to account only for those rents actually received.

21. TIME OF ESSENCE. Time is of the essence in this Mortgage and the Note.

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The Borrower has the right to prepay the principal amount outstanding of the Note, in whole or in part, at any time during the term thereof, without penalty.

COVENANTS. Borrower and Bank covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Bank, Borrower shall pay

to Bank on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach prior to the maturity of this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Bank on the basis of assessments, bills and reasonable estimates thereof.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency (which institution may be the Bank). Bank shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Bank may not charge for so holding and applying the funds, analyzing said account, or verifying and compiling said assessments and bills, unless Bank pays Borrower interest on the Funds and applicable law permits Bank to make such a charge. Borrower and Bank may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Bank shall not be required to pay Borrower any interest or earnings on the Funds. Bank shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Bank, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Bank shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Bank any amount necessary to make up the deficiency within ten (10) days from the date notice is mailed by Bank to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Bank shall promptly refund to Borrower any Funds held by Bank. If, under paragraph 2 hereof, the Property is sold or the Property is otherwise acquired by Bank, Bank shall apply, no later than immediately prior to the sale of the Property or its acquisition by Bank, any Funds held by Bank at the time of application as a credit against the sums secured by this Mortgage.

The requirements of this paragraph 2 shall not be applicable if the Borrower is obligated to make installment payments on account for taxes and insurance to the holder of a prior first lien mortgage.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under paragraphs 7 and 18 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. PRIOR MORTGAGES AND DEEDS OF TRUST, CHARGES, LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement ("Prior Mortgage") which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach over this Mortgage in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause acceptable to Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any Prior Mortgage. Borrower shall promptly furnish to Bank all receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if it not made promptly by Borrower.

Subject to the rights and terms of any Prior Mortgage, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with any excess paid to Borrower. If Bank receives payment from the insurance carrier in settlement of a claim, Bank is authorized to apply the insurance proceeds at Bank's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If under paragraph 18 hereof, the Property is acquired by Bank, all right, title and interest of Borrower to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of 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 perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. PROTECTION OF BANK'S SECURITY. If Borrower fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements involving a bankruptcy or default, then Bank at Bank's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Bank's interest, including, but not limited to, disbursements of reasonable attorneys' fees and entry upon the Property to make repairs. If Bank requires mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Bank pursuant to this paragraph 7 with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. If Borrower fails to pay such amounts when due, such amounts shall be payable upon notice from Bank to Borrower, without penalty.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss or damage by fire, hazards included within the term "extended coverage", and such other hazards (collectively "Hazards") as Bank may require. Borrower shall maintain hazard insurance for the term of the Note or such other periods as Bank may require and in such amounts as Bank may require, provided that Bank shall not require insurance in excess of the sum of (a) 110% of the Maximum Credit Amount of the Note and (b) the amount of any obligation secured by any Prior Mortgage. The insurance carrier chosen by Borrower, subject to Bank's approval which shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause acceptable to Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the rights and terms of any Prior Mortgage. Borrower shall promptly furnish to Bank all receipts of paid premiums and renewal notices. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if it not made promptly by Borrower.

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