

UNOFFICIAL COPY

92450246

American National Bank & Trust Co. as Trustee, #107054-08
B. James Konczyk

This instrument was prepared by
(Name) Abby Rathke
(Address) 10 Highwood Ave., Highwood, IL 60040

Mary E. Konczyk
411 W. Olive Street
Prospect Heights, IL 60070

Bank of Highwood
10 Highwood Ave.
Highwood, IL 60040

MORTGAGOR

MORTGAGEE

"I" includes each mortgagor above. Trust #107054-08 "You" means the mortgage, its successors and assigns.

REAL ESTATE MORTGAGE For value received, I, (B. James Konczyk and Mary E. Konczyk) mortgage and warrant to you to secure the payment of the secured debt described below, on 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: 411 Olive Street, Prospect Heights, Illinois 60070
W. (Street) (City) (Zip Code)

LEGAL DESCRIPTION

Lot 52 in Schaeffges Subdivision No. 3 of the East half of the South East quarter of Section 21, Township 42 North, Range 11, East of the Third Principal Meridian (except the West 8 acres of the North 20 acres thereof and except the South 956 feet thereof) in Cook County, Illinois.
Pin # 03-21-40(-030)

DEPT 01 RECORDING \$15.29
TW222 TRAM 8263 09/20/91 14:22:00
#0156 # 4 - 2.1 450246
COOK COUNTY RECORDER

92450246

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

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 N/A

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.):

xx Equity Credit Line & Security Agreement

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.

xx Revolving credit loan agreement dated 6/4/91 with initial annual interest rate of 9.5%. 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 6/4/96 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Seven thousand dollars and No/100 Dollars (\$ 7,000.00), 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 Equity Line

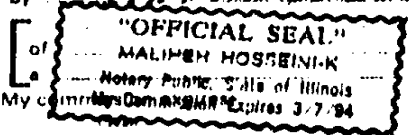
SIGNATURES:

American National Bank & Trust Co.
B. James Konczyk

Mary E. Konczyk

ACKNOWLEDGMENT: STATE OF ILLINOIS, County of Cook
The foregoing instrument was acknowledged before me this 4th day of June, 1991, by B. James Konczyk and Mary E. Konczyk.

Corporate or Partnership Acknowledgment



Malinen Hosseini (Notary Public)

RE: TITLE SERVICES # 92-1-27-1

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Property of [Name] Copyright [Year]

1. **Payments:** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial payment 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 costs, expenses, liens and encumbrances on the property when due and will defend title to the property against any claims, which include the law, which mortgage You may require me to assign any rights, claims or defenses which I may have against third parties, including 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 named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within 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's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those 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 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 attorney's fees, commissions for rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payment of the secured debt as provided in Covenant 1.
8. **Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments:** I agree to 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, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee:** You may sign my name or pay any amount if necessary for performance. If any construction on the property is deemed to be necessary, 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 prejudice 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 secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection:** 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 or other taking of all or 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.
13. **Waiver:** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any 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 Be bind. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only on mortgage 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, by terms of this mortgage.
15. **Notice:** Unless otherwise required by law, any notice to me shall be given by delivering it 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.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is sold or transferred. However, you may not demand payment in 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 this mortgage without charge to me. I agree to pay all costs to record this mortgage.

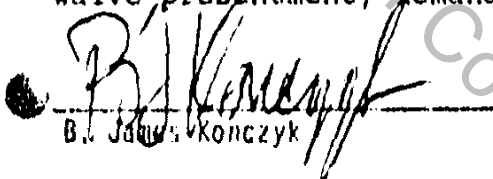
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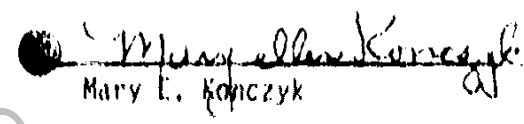
**BANK OF
HIGHWOOD**

ADDENDUM

CENTURY 2000 EQUITY LINE OF CREDIT

For value received, the undersigned acknowledges that they are signing as co-makers of this Note and that they are jointly and severally obligated for repayment of the entire debt, together with all costs, expenses (including reasonable attorney's fees) paid or incurred in collection and hereby waive presentment, demand notice and notice to protest.


B. Janis Konczyk


Mary E. Konczyk

Date: _____

STATE OF ILLINOIS
COUNTY OF LAKE

On this 4th day of July, 1991, I, Walter H. Steinhilber a notary public, certify that B. Janis Konczyk and Mary E. Konczyk personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the instrument as his free and voluntary act, for the uses and purposes set forth.

Seal


Notary Public

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (said said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holder of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and also not personally
By *[Signature]* Gregory S. Kasprzyk
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

ANNE M. MARCHET

ATTEST

a Notary Public, in and for said County, in the State aforesaid.

Vice-President of the AMERICAN NATIONAL BANK AND TRUST

DO HEREBY CERTIFY that *[Signature]* Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and GREGORY S. KASPRZYK Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this
15th day of SEP 17 1931
ANNE M. MARCHET
Notary Public, State of Illinois
My Commission Expires 4/23/34

SEP 17 1931
day of
[Signature]