

92762314

5TH

day of OCTOBER

10 92, between the Mortgagor,

LYSA HEJNY AND RENE HEJNY, UNMARRIED PERSONS

(herein "Borrower").

and the Mortgagor, Itasca Bank & Trust Co., whose address is 308 W. Irving Park Rd., Itasca, IL (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of

SIXTEEN THOUSAND AND NO/100

Dollars (\$ 16,000.00) (herein "Note"), which indebtedness is evidenced by

Borrower's note dated OCT 05, 1992

(herein "Note"), providing for monthly installments of interest, with the balance of the indebtedness, if not sooner paid,

OCTOBER 1, 1997

due and payable on the maturity date of this Mortgage which is TO SECURE to Lender in the repayment of the indebtedness evidenced by the Note (which is in excess of \$5,000.00) with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance therewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained; and in the Loan Agreement of even date between the Bank and Borrower or its beneficiary of applicable ("Agreement") which terms and provisions are incorporated herein, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 18 hereof (herein "Future Advances"). Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois, legally described as

UNIT NUMBER C-309 AND PARKING SPACE UNIT NUMBER 17, IN THE FOUNTAINS ON CARRIAGE WAY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN THREE FOUNTAINS AT PLUM GROVE, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 2506100; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

08-08-123-019-1139
08-08-123-019-1164
08-08-123-019-1164

92762314

DEPT-01 RECORDING \$23.50
T84444 TRAN 8922 10/14/92 09:34:00
#0512 4 *-92-762314
COOK COUNTY RECORDER

5201 CARRIAGE WAY UNIT 309

ROLLING MEADOWS IL 60068

which has the address of (herein "Property Address"). Total of all fixtures, improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents, and all fixtures now or hereafter attached to the property, at or which, including relocations, and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property, is the legal estate of this Mortgage or on a co-hold or burden referred to as the "Property".

that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except the present mortgage, (hereinafter referred to as "This Mortgage"), and that Borrower will warrant and defend generally the title to the Property against all claims and demands upon it, in any derivative, or concurrent or successive title, or in a shadow of exception to conveyability, by the insurance policy insuring Borrower's interest in the Property acceptable to Lender in its discretion.

TERMINAL COVENANTS: Borrower covenants and agrees in favor of Lender as follows:1. **PAYMENT OF PRINCIPAL AND INTEREST:** Borrower shall principally pay, when due the principal of, and interest on, the indebtedness evidenced by the Note, all additional expenses and amounts herein or therein provided and late charges as provided in the Note, Agreement and the principal of any Future Advances secured by this Mortgage.2. **CHARGES, LIENS:** Borrower shall pay, charge, assess, or impose, or cause to be imposed, any charges, taxes, and impositions attributable to the Property which may attach a priority over this Mortgage, including but not limited to, real estate taxes, assessments, or taxes, Borrower shall pay, or cause to be paid, to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage other than the Prior Mortgage and as to said Prior Mortgage shall pay all withholdings promptly.3. **HAZARD INSURANCE:** Borrower shall keep the improvements, now existing or hereafter erected on the Property insured against loss of fire, hazards included within the term of the insurance, and such other hazards as Lender may reasonably require, that Lender shall not require that the insurance be maintained for a period of one year from the date of origination of the Note, or for so long as the Note is secured by this Mortgage and the Prior Mortgage.

The insurance coverage protecting the insurance shall be chosen by Borrower subject to approval by Lender, provided that such coverage shall not be unreasonably withheld. All premiums and other expenses of the insurance shall be paid by Borrower making payment when due directly to the insurance carrier or the holder of the Prior Mortgage, if required.

All insurance premiums and other expenses thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in form and form acceptable to Lender. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender, who may make proof of loss if not made promptly by Borrower.

Coverage shall be discontinued either by a written notice to Lender or by application to Lender for cancellation of the Property damage, including such restoration or repair as may be necessary to restore the value of the Property to the amount of the original principal amount of the Note, or by payment of the amount necessary to cancel the insurance, provided that such amount shall be applied to the amount secured by this Mortgage, and the insurance premium paid to the Prior Mortgage, or to the amount of the Note, or to the amount of the Prior Mortgage, if Borrower fails to respond to Lender within 30 days after the date notice is mailed to Lender, or if at the time of cancellation of the insurance, the coverage carried by Lender is authorized to collect and apply the insurance proceeds at Lender's option either to repayment of the Property or to the sum secured by this Mortgage, provided the Property shall continue as the principal residence of Borrower or its beneficiary, if applicable.

If the Property is sold or otherwise disposed of prior to the previous term, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by the Mortgage immediately prior to such sale or acquisition.

4. **EXCULPATORY CLAUSE:** In the event the Undersigned is an Executor and Trustee, then this Note is executed by the Trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in the Mortgage or the Loan Agreement, securing the payment hereof, by the enforcement of the powers contained therein. No personal liability shall be asserted or be enforceable against Trustee, because of or in respect of this Note or the making, acceptance or transfer thereof, or the liability of any being expressly waived by such taker and holder hereof, and each original and successive holder of this Note, except the note up to the present, except as to the liability of the Undersigned to the Trustee to prosecute the rents, issues and profits arising from the property described in the Mortgage or the proceeds arising from the sale of the same, stipulated below, but that in case of default in the payment of this Note or of any payment hereof, the sole remedies of the Undersigned shall be a foreclosure of the Mortgage, realization upon the other security given under the Loan Agreement to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions set forth therein, or any combination of the foregoing.

THE UNDERSIGNED TEA SHEETS TO THE TERMS OF THIS MORTGAGE SET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT, WHICH ARE INCORPORATED BY REFERENCE HEREIN.

The undersigned acknowledges receipt of a completed copy of this mortgage prior to consummation of this transaction.

I acknowledge receipt of a completed copy of this mortgage prior to consummation of this transaction.

Signed in Itasca, IL, Borrower, Lender and the Mortgage

Signed in Itasca, IL, Borrower, Lender and the Mortgage

Date: 08-08-92 OCTOBER 05

BORROWER

This Document Prepared By:

Jack Mensching
Itasca Bank & Trust Co.
308 W. Irving Park Rd.
Itasca, Illinois 60143

LISA M. HEJNY
RENE HEJNY

10 92

UNOFFICIAL COPY

3. PRESERVATION AND MAINTENANCE OF PROPERTY; LEADERSHIP; CONDOMINIUM PLANNED UNIT DEVELOPMENT. Borrower shall keep the Property in good repair, and shall not commit waste or permit impairment or deterioration of the Property. It shall comply with the bylaws of any unit of this Mortgage, or on a household, if the Mortgage is on a condominium or a planned-unit development. Borrower shall perform all of Borrower's obligations under the relevant documents relating to governing the ownership or management of the Property and regulations of the condominium or planned-unit development and covenants documents.

4. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform its obligations contained in this Mortgage, or if any action or proceeding is commenced which materially affects a creditor securing the Property, and such creditor or trustee in the case of the First Mortgage, consent, declare, recite, state, acknowledge, or proceed with a garnishment or attachment or proceedings involving a bank account or deposit, then Lender at Lender's option upon notice to Borrower, may in the sum of payment, indebtedness, expenses and take such actions as necessary to protect Lender's interest including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph with interest thereon shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note. If payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or loss, or suffer otherwise, by reason of such amounts disbursed.

5. INSPECTION. Lender may make or cause to be made reasonable written inspections of the Property, provided that Lender shall attempt to give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

6. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, resulting from 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 Lender subject to the First Mortgage.

In the event of a total taking of the Property, subject to the right of the First Mortgage, the proceeds shall be applied to the sum secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sum secured by this Mortgage such proportion of the proceeds as is equal to the proportion which the amount of the sum secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to the Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

7. BORROWER NOT RELEASED. Extension of the time for payment or modification, or acceleration, of the debt secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successors in interest to extend time for payment or otherwise modify amortization of the debt so extended by the holder(s) of the Note, and made by the original Borrower and Borrower's successors in interest.

8. FORECLOSURE BY LENDER NOT A WAIVER. Any foreclosure by Lender, even though it may terminate the liability of the original Borrower or Borrower's successors in interest, Lender shall not be a waiver of or preclude the exercise of any such right or remedy. The commencement of foreclosure of the Property, taxes or other fees or charges of Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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

10. SUCCESSORS AND ASSIGNS FOUND, JOINT AND SEVERAL LIABILITY, CAPTIONS. The covenants and agreements herein contained shall bind, and the debts hereunder shall inure to the benefit of any assignee or successor to Lender and Borrower. Assignment or assumption of this Mortgage shall be joint and several. The covenants and conditions of the paragraphs of this Mortgage shall be enforceable only, and are not to be used to interpret or define the remainder thereof.

11. NOTICE. Except for any notice required by applicable law to be given in either manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the address set forth above, or (b) any notice to Lender shall be given by certified mail return receipt requested, to Lender's address stated herein or such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 12, sections 6405, 6406 and 6407, and 12-2 in the event that any provision or clause of this Mortgage or the Note which can be given effect without the conflicting provision, and to the end that the provisions of this Mortgage, the Note and Loan Agreement are declared to be severable.

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

14. TRANSFER OF PROPERTY ASSUMPTION. If all or any portion of the Property or an interest therein, including beneficial interest in the land trust, if applicable, is sold, assigned, transferred or further encumbered, Borrower or its beneficiary including spousal rights in the case of the First Mortgage, to release the indebtedness thereby secured without Lender's prior written consent, the Property may no longer be held as residential property or it may be leased, sold, or otherwise converted to non-residential use, provided all the sums secured by this Mortgage to be immediately due and payable.

If the Lender refuses, fails to, or declines to accept such transfer, assignment or conversion, Lender shall make a written demand for payment of the sum secured by this Mortgage, such notice shall provide a period of not less than 30 days from the date the notice is mailed with a valid certificate that may be issued by the Lender, failing which, if Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any options permitted by law or agreement hereof.

15. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or any covenant or agreement of Borrower in the Loan Agreement, Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Note or Agreement, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying, (1) the breach, (2) the action required to cure such breach, (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured, and (4) that failure to cure such breach on or before the date specified in the notice, Lender at Lender's option may declare all of the sums this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

16. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As and to the maximum extent allowable, Borrower hereby agrees to Lender the rents of the Property, provided that Borrower shall pay to Lender a sum equal to the amount of the rent collected by Borrower plus interest at the rate of 10% per annum, provided however, that such rents are applicable to that portion of the Property owned by Borrower as the principal residence of Borrower or its beneficiary, if applicable.

Upon acceleration under paragraph 15, Lender or a receiver shall be entitled to enter upon the premises, to manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver, after deduction of payment of all costs of collection, expenses of maintenance, taxes, insurance, and other expenses of the Property, shall be retained by Lender as a fee in consideration of the services rendered by Lender under this Mortgage, the amount of the services to be determined by the actual rents actually received.

17. RELEASE. Upon payment of the entire debt by this Mortgage, including the Note, Lender shall release this Mortgage, provided that payment shall be made in full, including recording fees relative thereto. Borrower and Borrower's heirs, release the Lender of all liens or claims he may have at that time.

20. WAIVER OF HOMESTEAD. Borrower hereby waives all rights to the homestead exemption in the Property.

FOR INFORMATION PURPOSES

For Mortgage in favor of
Borrower, Inc.
Under Seal

100-1000-1000-1000
100-1000-1000-1000

Attala, Mississippi, wherefore, in the state aforesaid,

STATE OF ILLINOIS

COUNTY OF ~~ILLINOIS~~

ERMA J. SIPKO

DO HEREBY CERTIFY that **LISA HEJNY AND RENE HEJNY**

personally known to me to be the same persons to whom

whose names are subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that

THEY have executed and delivered the said instrument as

THEIR true and voluntary act for the uses and purposes herein set forth, including the release and waiver of the

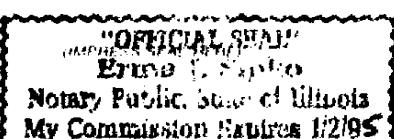
foregoing bond and balance due the

5TH

day of

OCTOBER

92



Rene Hejny

Notary Public