

UNOFFICIAL COPY

Itasca Bank & Trust Co. Inc.

300 West Irving Park Road • Suite 400 • Green 60143 • (708) 773-0100

EQUITY CREDIT LINE MORTGAGE

92762314

THIS MORTGAGE is made this 5TH day of OCTOBER 1992 between the Mortgagee, LISA HEJNY AND RENE HEJNY, UNMARRIED PERSONS (herein "Borrower"),

and the Mortgagee, Itasca Bank & Trust Co., whose address is 300 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) 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, due and payable on the maturity date of this Mortgage which is OCTOBER 1, 1997

TO SECURE to Lender in the payment 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 herewith 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 if 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

REGISTRATION SERVICES

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

92762314

DEPT-01 RECORDING \$23.50
T#4444 IRAN 8722 10/14/92 09:34:00
#0517 : * - 92 - 762314
COOK COUNTY RECORDER

which has the address of 5201 CARRIAGE WAY UNIT 309 ROUTING MEADOWS IL 60008 (herein "Property Address").

LEASES, EASES, RIGHTS, ENCUMBRANCES, NOW OR HEREIN, OR TO BE HEREIN, CREATED ON THE PROPERTY, AND ALL INTERESTS, RIGHTS, APPURTENANCES, RENTS, AND ALL INTERESTS NOW OR HEREAFTER ATTACHED TO THE PROPERTY, AND ALL RIGHTS, INCLUDING REPLEASURES, AND ADDITIONS THEREON, 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, AS THE LEGAL REAL ESTATE OF THIS MORTGAGE IS OR IS HEREAFTER, ARE HEREBY REFERRED TO AS THE "PROPERTY"

Borrower warrants that Borrower is a lawful owner 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 of any future advance covered by this Mortgage, and that Borrower will warrant and defend generally the title to the Property against all claims and demands subject to any obligations, encumbrances or restrictions as a condition of an option to purchase in, and the insurance policy insuring Borrower's interest in the Property as set forth in Lender's disclosure.

UNIFORM CONSUMER BROWER CONSENTS AND AGREES IN FAVOR OF LENDER 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, all additional expenses and advances hereof or thereon provided and late charges as provided in the Note, Agreement and the principal of any interest on any Future Advances secured by this Mortgage.

2. CHARGES, LIENS. Borrower shall pay all taxes, assessments or other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and all such payments in full and on time. Borrower shall promptly pay to Lender the costs of financing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage that does not have priority over this Mortgage and shall pay all obligations promptly.

3. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter completed on the Property insured against loss of fire, hazards included within the term "fire" as defined in the policy, and all other hazards as defined in such policy, and for such periods as Lender may require, provided that Lender shall not require that the insurance be provided by a company that is licensed in the State of Illinois and that the policy is secured by this Mortgage and the First Mortgage.

The cost of such insurance shall be paid by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums for such insurance shall be paid by Borrower, making payment when due directly to the insurance carrier or the holder of the First Mortgage, if required.

As to the cost of such insurance, Borrower shall be deemed to have agreed to Lender's approval and shall include a standard mortgage clause in favor of and form acceptable to Lender in the policy. If Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

Should any fire or other hazard occur, or any other event which causes damage to the Property, including such restoration or repair of the Property, in the event of the Mortgage, Lender shall be deemed to have agreed to Lender's approval and shall include a standard mortgage clause in favor of and form acceptable to Lender in the policy. If Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

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4. EXCULPATORY CLAUSE. In the event the Undersigned is an Illinois and Trustee, then the 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 out of the property specifically described in the Mortgage or the Loan Agreement, and the payment hereof, by the entire amount of the proceeds contained therein. No personal liability shall be asserted or be enforceable against Trustee, because of receipt of the Note, in the making, execution or the hereof, or in the later date, if any, being expressly waived by each taker and holder hereof, and each original and successive holder of this Note, up to the date upon the express condition that the taker and holder hereof, and each original and successive holder of this Mortgage, shall be deemed to have agreed to Lender's approval and shall include a standard mortgage clause in favor of and form acceptable to Lender in the policy. If Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

THE UNDERSIGNED AGREES 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 acknowledge receipt of a completed copy of this mortgage prior to consummation of this transaction

BY: LISA HEJNY AND RENE HEJNY, Borrowers, and the Mortgagee

ITASCA

Month of OCTOBER 05

19 92

This Document Prepared By:
Jack Morschung
Itasca Bank & Trust
300 W Irving Park Rd
Itasca, Illinois 60143

BORROWER
Lisa Hejny
LISA M. HEJNY
Rene Hejny
RENE HEJNY

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3. PRESERVATION AND MAINTENANCE OF PROPERTY... Borrower shall keep the Property in good repair and shall not permit waste or permit any person to do so...

6. PROTECTION OF LENDER'S SECURITY... If there is a default under this Mortgage, Lender may make or cause to be made reasonable copies, copies and inspection of the Property...

7. INSPECTION... Lender may make or cause to be made reasonable copies, copies and inspection of the Property, provided that Lender shall attempt to give Borrower notice prior to any such inspection...

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

9. BORROWER NOT RELEASED... Lender's obligation to make payments on behalf of the Borrower shall not be released by the death, disability, or insolvency of the Borrower...

10. FOREBEARANCE BY LENDER NOT A WAIVER... Any forbearance by Lender in exercising a right of remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of the maturity of the indebtedness secured by this Mortgage...

11. REMEDIES CUMULATIVE... The remedies provided in this Mortgage are distinct and cumulative to any other right of remedy under this Mortgage...

12. SUCCESSORS AND ASSIGNS FORTHWITH... The covenants and agreements herein contained shall bind and the obligations hereunder shall inure to the benefit of the successors and assigns of the Borrower and Lender...

13. NOTICE... Except for any notice required by applicable law to be given in a certain manner, any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by registered mail addressed to Borrower at the address set forth in the Loan Agreement...

14. 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 17, Sections 6405, 6406 and 6407...

15. BORROWER'S COPY... Borrower shall be furnished a duplicate copy of the final copy of this Mortgage at the time of execution or after recording hereof.

16. TRANSFER OF PROPERTY ASSUMPTION... If at any time the Property or any interest therein is sold, assigned, transferred or otherwise disposed of by Borrower or its beneficiary, the Borrower shall remain obligated to pay the indebtedness thereby secured by this Mortgage...

17. ACCELERATION; REMEDIES... Upon Borrower's breach of any covenant or agreement of Borrower in the Loan Agreement, Lender 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...

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER... Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall have the right to receive such rents as they become due and payable...

19. RELEASE... Upon payment in full of the indebtedness secured by this Mortgage, Lender shall release the Property and the proceeds of the sale of the Property, including the proceeds of the sale of the Property, from all liens and encumbrances...

20. WAIVER OF HOMESTEAD... Borrower hereby waives the right of homestead in the Property.

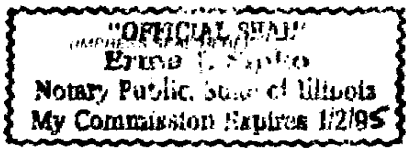
FOR INFORMATION PURPOSES

This Mortgage in favor of [Name] recorded on [Date] in [County] Illinois, for [Amount] Dollars, subject to the following instrument, appended hereto on this day in person and acknowledged that they are the legal and voluntary grantors of the same.

STATE OF ILLINOIS
COUNTY OF [Name]
ERMA J. SIPKO
DO HEREBY CERTIFY THAT LISA HEJNY AND RENE HEJNY

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appended hereto on this day in person and acknowledged that they are the legal and voluntary grantors of the same.

5TH OCTOBER 1992



Handwritten signature of Erma J. Sipko, Notary Public.

9278233

Commission Expires