

UNOFFICIAL COPY

3. Preservation and Maintenance of Property, Leasehold, Condemnation; Planned Unit Development; 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 provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration, or covenants or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development rider is recorded by Lender and recorded together with this Mortgage, the borrower shall be bound by the provisions of the rider and the covenants and agreements of the Mortgage as if the rider were a part hereof.

COVENANTS. Borrower covenants and agrees as follows: 1. Payment of principal and interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Note, together with any fees and charges provided in the Note and the Agreement. 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied by Lender first in payment of amounts recoverable by Lender under the Mortgage, then to interest, fees, charges, and principal pursuant to the terms of the Agreement. 3. Charges; Liens. Borrower shall pay or cause to be paid all taxes, assessments, and other charges, fines, and penalties attributable to the Property that may attach priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage or deed of trust which the insurance policy insuring the Lender's interest in the Property (the "First Mortgage"), if any. Upon Lender's request, Borrower shall promptly discharge any lien that has priority over the First Mortgage; provided, that Borrower shall not be required to discharge any such lien as to the extent of the lien or otherwise, in a manner acceptable to Lender. 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 such other hazards as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurances into account. The insurance carrier providing the insurance shall be chosen by Borrower and approved by the Lender (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Borrower shall promptly furnish to Lender all renewal notices and all receipts for paid premiums. 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, provided such restoration or repair is economically feasible and the security of the Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of the Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date the notice is mailed by Lender to Borrower, that the insurance carrier shall be authorized to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either in restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to repair or to the sums secured by this Mortgage of the Property shall not extend or postpone the due date of the payments due under the Note and Agreement or change the amount of such payments. If under paragraph 15 hereof, the Property is acquired by Lender, 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 acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water, water right, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage; and all of the foregoing, together with said property for the leasehold estate in on a leasehold estate (as a leasehold) are herein referred to as the "Property". BORROWER COVENANTS that the Borrower is lawfully seized of the estate hereby conveyed and as 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, and against any encumbrances of record.

Permanent Real Estate Index Number: 22-28-207-014

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FILED FOR RECORD COOK COUNTY, ILLINOIS

THIS IS A SECOND MORTGAGE

888388

LOT 14 IN OLD DEPT. STATES, A RESUBDIVISION OF LOTS 9 TO 16 AND THE SOUTH HALF OF VACATED ROAD LYING NORTH AND ADJOINING SAID LOTS, ALL IN SUBDIVISION OF THE EAST HALF OF THE GRAY EAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

and is legally described as 800 KENNAWAY, LENOX, ILL. 60439 NOW, THEREFORE, to secure to Lender the repayment of the Credit Line, with interest thereon, pursuant to the Note, the payment of all sums, with interest thereon, advances in accordance herewith to protect the security of the Mortgage, and the performance of the covenants and agreements of Borrower contained in the Agreement and in the Mortgage, Borrower does hereby mortgage, grant, and convey to Lender the Property located in the County of Cook, State of Illinois, which has the street address of 800 KENNAWAY, LENOX, ILL. 60439 Whereas, Borrower has executed a Promissory Note (the "Note") and a Home Equity Line of Credit Agreement (the "Agreement") of even date herewith pursuant to which Borrower may from time to time borrow from Lender amounts not to exceed the aggregate outstanding principal balance of \$ 20,000.00 (the "Credit Limit"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Note. All amounts borrowed under the Note plus interest thereon are due and payable ten years after the date of this Mortgage. NOW, THEREFORE, to secure to Lender the repayment of the Credit Line, with interest thereon, pursuant to the Note, the payment of all sums, with interest thereon, advances in accordance herewith to protect the security of the Mortgage, and the performance of the covenants and agreements of Borrower contained in the Agreement and in the Mortgage, Borrower does hereby mortgage, grant, and convey to Lender the Property located in the County of Cook, State of Illinois, which has the street address of 800 KENNAWAY, LENOX, ILL. 60439

WEST SUBURBAN BANKING HOME EQUITY LINE OF CREDIT MORTGAGE

93016548

WEST SUBURBAN BANK OF DARIEN 801 S. CASA AVENUE DARIEN, ILL. 60559 ATTN: CYNTHIA MERRITT

BOX 333

The Document was prepared by and after recording should be returned to:

93016548

for the use and purpose therein set forth. Given under my hand and official seal this 30th day of December 19 92

the undersigned David and Lydia Sliwinski, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing said instrument, appeared before me this day in person, and acknowledged that

OFFICIAL SEAL Cynthia A. Meredith Notary Public, State of Illinois My Commission Expires 11/7/95

STATE OF ILLINOIS COUNTY OF DUPAGE SS

Borrower Borrower

Borrower DAVID A SLIWINSKI Borrower LYDIA SLIWINSKI

[Handwritten signatures]

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured. or rate of interest shall not impact in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Mortgagor, surety or guarantor of the

18. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Lender shall release the Mortgage without charge to Borrower.

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

20. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

of the Mortgage shall not impact in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Mortgagor, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

21. The Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

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22. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

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24. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

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26. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

of the Mortgage shall not impact in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Mortgagor, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

27. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

of the Mortgage shall not impact in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Mortgagor, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

28. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

of the Mortgage shall not impact in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Mortgagor, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.

29. This Mortgage shall secure any and all renewals, extensions or modifications of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such rate as may be agreed upon and any such renewals, extensions, modifications or change in the terms

of the Mortgage shall not impact in any manner the validity or priority of this Mortgage, nor release the Mortgagor or any Co-Mortgagor, surety or guarantor of the indebtedness secured hereby from personal liability, if assumed, for the indebtedness hereby secured.