

This Mortgage is made on the date noted above between the parties listed below. The Mortgagor(s) for value received mortgages, and warrants to the Mortgages, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and passable with the property, easements and rights of way of the property, and all buildings and fixtures.

PROPERTY DESCRIPTION	
LOT 8 IN WATERFORD, BEING A SUBDIVISION IN THE	
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26,	
TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL	
MERIDIAN, IN COOK COUNTY, ILLINOIS.	
PIN: 27-26-211-000 001	
MORTGAGOR(S)	MORTGAGEE Loan Number: 3362002981
NAME(S) HUSBAND AND WIF	NAME
RICHARD J KOPETA SS#: 334-44-19	06 Midland Savings Bank FSB
BETH G KOPERA SS#: 359-40-50	0/1557925
ADDRESS 16849 S RICHARDS DR	ADDRESS 606 WALNUT STREET
CITY TINLEY PARK	CITY DES MOINES
COUNTY COOK STATE IL	COUNTY POLK STATE IOWA

NOTICE: THIS MORTGALE SECURES CREDIT IN THE AMOUNT OF \$ 44500.00 LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

This Mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this Mortgage and the agreement described below. Suburad debt, as used in this Mortgage, includes any amounts Mortgagor(s) may at any time owe under this Mortgage, the agreement described (etc., any renews), refinancing, extension or modification of such agreement. The secured debt is evidenced 2008 If not paid earlier. The total unpaid balance secured by this Mortgage at any one time shall not exceed for Four Thousand Five Hundred and 00/100

Dollars by a HOME EQUITY LINE OF CAFFORT AGREEMENT dated . The above obligation is due and payable on December 15, 2008 a maximum principal amount of ), plus intriest. The above amount is secured even though all or part of it may not yet be advanced. 44500.00 .....

Mortgagor(s) covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and Original decument

Midland Sevings Dank

The Mortgagor(s) will make all payments on the secured debt (cc) rring to the terms of the agreement which evidences such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagor(s) choice. This insurance will include a standard mortgage clause in Mortgagee's favor. Mortgagee will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds mily be applied, within Mortgagee's discretion, to either the restoration or repair of the damaged property or to the secured debt. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Agreement and subject that agreement to the Mortgagee's right to demand payment in full unless it is protected by federal law as of the date of this Mr./trage.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in the Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secon Pr., according to the terms of such other indebtedness to be declared in default. Mortgagor(s) will not make or permit any modification or extension of mortgage, deed of trust or other security interest that has priority over this Mortgage or an / not ) or agreement secured thereby without Mortgagee's written consent. Mortgagor(s) will promptly deliver to Mortgagee any notices Mortgagor(s) receive from any person whose rights in the property have priority over Mortgagee's rights. Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable atterneys' fees and costs of abstracts unless prohibited by law.

The Mortgagor(s) hereby waive and release all rights, dower and distributive share and homestead examption as to the property.

If Mortgagor(s) fail to make any payment when due or breach any covenants under this Mortgage, any pilor mortgage or any obligation sedurable this Mortgage, Mortgagee may either accelerate the maturity of the secured debt and demand immed allegament or exercise any other remedy available to Mortgagee. Mortgagee may foreclose this Mortgage in the manner provided by law. At any time after the commencement of an action in foreclosure, or during any period of redemption, the court having jurisdiction of the case shall at the requist of the Mortgagee, without regard to the adequacy of the security, insolvency of the Mortgagor or waiver by Mortgagee of any deficiency, appoint a receiver to take immediate possession of the property.

If Mortgagor(s) fail to perform any of their duties under this Mortgage, or any other mortgage, deed of trust, fien or security interest that has priority over this Mortgage, Mortgage may perform the duties or cause them to be performed. Mortgage may sign Mortgage or pay any amount if necessary for performance. Mortgagee's failure to perform will not preclude it from exercising any of its other rights under the law of this Mortgage. Any amounts paid by Mortgagee to protect its 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 from time to time on the secured debt.

Mortgagee may enter the property to inspect with prior notice stating reasonable cause for inspection

Mortgagor(s) assign to Mortgagee the proceeds of any award or claim for da: rages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied against the secured debt. This assignment is subject to the terms of any prior security agreement.

## SIGNATURES

By signing below, Mortgagor(s) agree to the terms and covenants contained on this Mortgage. Mortgagor(s) also acknowledge receipt of a copy of this Mortgage on today's date.

KOPERA

111. BETH G KOPERA

NOTARIZATION

STATE OF IOWA, COUNTY OF Selexa.

"OFFICIAL S 11.11 CHERYL A. LACTER Notary Public, State of I late's My Commission Expires 2, 15/65

December day of

- Box 69

. 1993

a Notary Public in the State of Towa,

personally appeared person(s) named in and who executed the foregoing instrument, and acknowledged that

RICHARD J KOPERA and BETH G KOPERA

to me known to be the ecuted the same as

THETR

voluntary act and deed.

THEY

Lake Notary Public in The State of Iowa

## UNOFFICIAL COPY

ALCO MARKET

Selty Of County Clerk's Office COOK COUNTY RECORDER

Schoolscho