

LOC 314-3

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MORTGAGE TO SECURE A REVOLVING CREDIT LOAN
NOTICE: THIS MORTGAGE MAY SECURE OTHER OBLIGATIONS MADE
SUBSEQUENT TO A TRANSFER OF THE PROPERTY

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THIS MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among
JAROSLAW PIJANOWSKI AND BOZENA PIJANOWSKI, his wife (hereinafter referred to as "Borrower")
and
1st SECURITY FEDERAL SAVINGS BANK (hereinafter referred to as "Lender"), whose address is
936 N. Western Avenue, Chicago, IL 60622 (hereinafter Lender)

Borrower, in consideration of the indebtedness herein created, grants, bargains, sells and conveys, warrants and mortgages unto Borrower, a Trust, in which event
Borrower, unless otherwise indicated, and quodammodo Lender and Lender's successors and assigns, the following described property, located on the
Park Ridge County of **Cook** State of Illinois

**The West 1/2 of Lot 11 In Block 10 In L. Hodges' Addition To Park Ridge a
Subdivision of part of the Northeast 1/4 and part of the South East 1/4 of
Section 35, Township 41 North, Range 12 East of the Third Principal Meridian,
City of Park Ridge in Cook County, Illinois.**

PIN # 09-35-215-007-0000

BOOK COLUMBIAN TITLE
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321 S. Crescent Ave, Park Ridge, IL 60068

which has the address of _____, Illinois (herein "Property Address").

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property", as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC).

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT in indebtedness evidenced by **1st SECURITY FEDERAL SAVINGS BANK** Home Equity Line Agreement ("Agreement") of even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of US \$ **60,000.00**, or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of interest, with the principal balance of the indebtedness, if not sooner paid or required to be paid, 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 contained herein and in the Agreement and the Note. The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents".

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, as this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey, and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (unless Borrower is a Trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition or title of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges and other charges imposed under the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 7 and 26 of this Mortgage, then to interest payable on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES, LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payment when due. Borrower shall pay or cause to be paid, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided in paragraph 2 hereof, or if not paid in such manner, by Borrower making payment at least ten (10) days before due directly to the payee thereof. Borrower shall deliver to Lender, upon its request, receipts evidencing such payment.

4. HAZARD INSURANCE. Borrower shall, at its cost, 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 (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notice and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and make payment of all amounts due and made promptly by Borrower.

BOX 333-CTI

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4. NOTICE AND AGREEMENT

By signing below, I acknowledge that I have read and understood the terms and conditions set forth in this Agreement and that I am entering into this Agreement freely and voluntarily.

I understand that this Agreement is binding on me and my heirs, executors, administrators, successors, assigns, and personal representatives. I also understand that this Agreement is binding on my estate and my dependents, if any, and that it will survive my death.

I further understand that this Agreement is a general release of all claims, demands, and causes of action that I may have against the Proprietor, its officers, agents, employees, and assigns, arising out of or related to my participation in the Program, including, but not limited to, claims for personal injury, death, and property damage, and claims for breach of contract, negligence, and strict liability.

I agree to indemnify and hold harmless the Proprietor, its officers, agents, employees, and assigns from and against any and all claims, demands, and causes of action that may be asserted against the Proprietor, its officers, agents, employees, and assigns by any third party arising out of or related to my participation in the Program.

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including without limitation sale or transfer, may be deemed for the purposes of determining the value of the Property or beneficial interest in the Trust, if any, in each case without Lender's prior written consent. Notwithstanding the preceding sentence, the following events shall not entitle Lender to accelerate the amounts due under the Note: (a) the creation of a lien or other encumbrance subordinate to the Lender's security instrument which does not relate to a transfer of rights of occupancy in the Property; provided, that such lien or encumbrance is not created pursuant to a contract for debt; (b) the creation of a purchase money security interest for household appliances; (c) a transfer by devise, descent, or operation of law, on the death of a joint tenant or tenant by the entirety; (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase will allow the exercise of a due-on-sale clause); (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is: (i) a transfer to a relative resulting from the death of the Borrower; (ii) a transfer where the spouse or children becomes an owner of the Property; or (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incident to property settlement agreement by which the spouse becomes an owner of the Property; or (iv) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the lender with reasonable title insurance equitable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy; (f) failure to pay such indebtedness within thirty (30) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any test or attempted use by Borrower of the *coercive discipline* referred to in the Agreement and the Note after Borrower's sale, transfer, or promise to sell or transfer the Property or any direct or indirect interest therein, or any amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default.

17. ACCELERATION, REMEDIES INCLUDING FREEZING THE LINE. Upon the existence of an *Event of Default*, Lender may, at its option, terminate the line, declare all of the sums secured by this Mortgage to be immediately due and payable, *without further demands, and in order* any remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees.

As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraph 10 or 12 of this Mortgage, including without limitation Lender's receipt of notice from any source of a lien, claim of lien or encumbrance, either superior or inferior, to the lien of this Mortgage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 12 of this Mortgage. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in any of the Credit Documents.

18. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that prior to acceleration under paragraph 18 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof, or **abandonment**, Lender, at any time without notice, in person, by agent or by judicially appointed receiver, and **without regard to the adequacy of any security for the indebtedness secured by this Mortgage**, shall be entitled to enter upon, take possession of, and manage the Property, and **in its own name sue for or collect the rents of the Property**, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. RELEASE: Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower.

20. REQUEST FOR NOTICES. Borrower requests that copies of any notice of default be addressed to Borrower and sent to the Property Address. Lender requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Lender's address, as set forth on page one of this Mortgage.

11. TIME OF ESSENCE: Time is of the essence in this Mortgage, and the Note and Agreement.

3.2 ACTUAL KNOWLEDGE: For purposes of this Mortgage and each of the other Credit Documents, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified in paragraph 12 hereof or such other address specified by Lender to Borrower. Such date shall be conclusive as determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

23. TAXES. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

24. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or, in any event of any homestead, appraisal, redemption, stay, extension, or exemption laws, or any so called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage; but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

25. EXPENSE OF LITIGATION. In my suit to foreclose the lien of this Mortgage or enforce any other remedy against Lender under this Mortgage, the Agreement, or the Note there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs which may be estimated as to items to be expended after entry of the decree of procuring all abstracts of title, title searches and examinations, title insurance policies, Tortens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding or threatened suit or procedure, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.

36. CAPTIONS, SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and made to the benefit of the heirs, executors, administrators and assigns of Borrower.

27. TRUSTEE EXCULPATION. If this Mortgage is executed by a Trust, Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF Borrower has executed this Mortgage.

IF BORROWER IS AN INDIVIDUAL USE

Jaroslaw Pijanowski 9/27/94
INDIVIDUAL BORROWER *Jaroslaw Pijanowski* Date
X B Pijanowski 9/27/94
INDIVIDUAL BORROWER *Bozena Pijanowska* Date

INDIVIDUAL BORROWER Date 11-26

INDIVIDUAL BORROWER

STATE OF ILLINOIS

7-33.
COUNTY OF Cook
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that **JAROSLAW PIJANOWSKI AND BOZENA PIJANOWSKA, his wife**, personally known to me to be the same person whose names are subscribed to the foregoing instrument appeared before me this day in person, and as I acknowledge that they signed the foregoing instrument as their free and voluntary act, for the uses and purposes aforesaid, I do hereby witness the same.

27th September 1984 EXPIRES 12/23/94
MARY FUGLIC STATE OF ILLINOIS

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Property of Cook County Clerk's Office

Prepared by
John J. McC.

94872616

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dependent on aids and adaptations, persons known to me to be the same persons whose names are subscribed to the foregoing
President and
in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and
Tanner for the area and purposes herein set forth, and the said
and subsequently set to said corporation as trustee, for the uses and purposes herein set forth
of said instrument
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पुस्तकालय के नियमों का प्रश्न