

94033785

This Mortgage is made this 10 day of DECEMBER 19 93 by MICHAEL A ZAHORIK AND BARBARA T ZAHORIK whose address is 318 S EDGEWOOD, LAGRANGE, IL 60525 (the "Mortgagor") who mortgages and warrants to First of America Bank, an Illinois Bank of KANKAKEE KANKAKEE/WILL COUNTY, N.A. in the TOWNSHIP of LAGRANGE County, Illinois, described as:

P.I. # 18-05-418-017 LOT 283 IN ELMORE'S LEITCHWORTH SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD AS DOCUMENT 7951896, IN COOK COUNTY, ILLINOIS.

together with all buildings and fixtures on the property, whether hereafter placed on the property (the "Property") to secure performance hereof and payment of a revolving line of credit in the initial amount of SEVENTEEN THOUSAND THREE HUNDRED FORTY EIGHT (\$ 17,348.00) provided by Mortgagee to MICHAEL A & BARBARA T ZAHORIK

under and subject to the Home Equity Line Agreement between Mortgagor and Mortgagee, and any later modification, amendment or supplement to that agreement as permitted by its terms, and any future indebtedness owing under the line of credit, including future advances, which include but are not limited to additional amounts advanced in excess of the amount stated in this Mortgage resulting from an increase in the line of credit, but not including advances made by Mortgagee in excess of the line of credit (the "Debt") with interest thereon and costs of collection, including attorneys fees.

Mortgagor promises and agrees:

- 1. That as of the date hereof there exists no other mortgages, encumbrances or liens on or against the Property other than as follows:
2. To keep the Property insured against fire, windstorm, flood, and such other hazards as Mortgagee may require...
3. To pay all taxes, assessments and water rates levied on the Property within the time proscribed by applicable law...
4. To keep the Property in good repair.
5. The Debt secured by this Mortgage shall become due and payable without notice, at the option of the Mortgagee...
6. The term "default" means (A) any and all of the events set forth in the first paragraph under the caption "Default and Remedies" in the Home Equity Line Agreement...
7. To reimburse the Mortgagee for the cost of any title search and report made after any default...
8. If a default occurs, Mortgagee may, among other remedies, under the Home Equity Line Agreement, after giving any required notice...
9. That if Mortgagor defaults in the performance of any of the obligations imposed by this Mortgage, Mortgagee may perform the same...
10. All right of homestead exemption in the Property is waived by Mortgagor.
11. That the Debt is subject to interest at a variable rate as provided in the Home Equity Line Agreement which, in part, provides as follows:
VARIABLE RATE: The annual percentage rate may change, and will be TWO PERCENT the following "base rate": the highest prime rate as published in the "Money Rates" column in The Wall Street Journal...
If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate...
The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above...
The ANNUAL PERCENTAGE RATE will never decrease below 6%.

In Witness Whereof, Mortgagor has signed this Instrument the day and year first above written.

Signed and delivered in the presence of:

Michael A Zahorik

Barbara T Zahorik

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