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94331586

Mortgage

USLE SAVINGS AND LOAN ASSOCIATION

(Individual Form)

Loan No. 8-01-7000239-0

THE UNDERSIGNED,

Jacek Korczynski, a bachelor and Stanley Korczynski and Maria Korczynski, his wife

of Niles, County of Cook, State of Illinois

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

USLE SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagee, the following real estate in the County of Cook in the State of Illinois, to-wit:

COOK COUNTY, ILLINOIS
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Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air-conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, clothes and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all easements and the rents, issues and profits of said premises which are hereby placed, assigned, transferred and put over into the Mortgage, whether now due or hereafter to become due as provided herein. The Mortgage is hereby subrogated to the rights of all mortgages, liens, claims and claims of owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures or appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagee does hereby release and waive.

TO SECURE

(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of One Hundred Fifty Five Thousand and 00/100***** Dollars

at 155,000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of

One Thousand Three Hundred Fifty One and 00/100***** Dollars

at 1,351.00 commencing on 1st of May, 1994, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of the Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in the sum in excess of One Hundred Fifty Five Thousand Dollars at 155,000.00, provided that, nothing herein contained shall be considered as limiting the amount that shall be secured hereby when advanced to protect the safety or in accordance with covenants contained in the Mortgage and 00/100

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement regarding the time of payment of same; (2) To pay when due and before any party attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those levied before due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this mortgage; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of reinstatement of the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure said policy to the owner of the certificate of title, or in any deficiency, any receiver or redeemer, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and assignments required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claims to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction of damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission as aforesaid; (7) To comply with all requirements of law with respect to mortgaged premises and the use hereof; (8) Not to make, suffer or permit without the written permission of the Mortgagee being first had and obtained, (A) any use of the property for any purpose other than that for which it is now used; (B) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property; (C) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixture or equipment to be placed in or upon any buildings or improvements on said property.

B. In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, I promise to pay to the Mortgagee, a prorata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and which sum by it to pay such items, or (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon the obligation sums sufficient to pay said items as the same accrue and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savings account, or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or bided without further inquiry.

C. The mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to require into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

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CALL OPTION RIDER

This rider is made this 8th day of April, 19 94 and is incorporated into and shall be deemed to amend and supplement this Mortgage (the "Security Instrument") and Note of the same date given by the undersigned (the "Borrower") and covering the property described in the Security Instrument and located at:

833 N. Northwest Highway, Park Ridge, IL

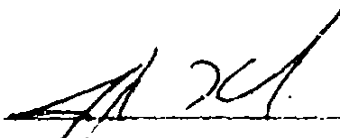
(Property Address)


ADDITIONAL COVENANT. In addition to the covenants and agreements made in the Note and Security Instrument, Borrower and Lender further covenant and agree as follows:

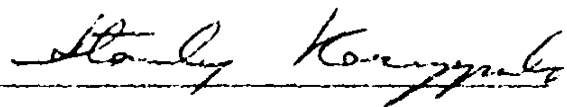
CALL OPTION

Exercise of Option

1. During the thirty day period commencing one hundred twenty (120) days prior to the fifth anniversary date of the first payment date specified in the Note, Lender may, upon written notice to Borrower, accelerate the entire unpaid principal balance due under the Note. Said notice shall be sent registered mail, return receipt requested, to the Borrower at the Borrower's last known address, and shall be deemed given when deposited in the U.S. mail, postage prepaid.
2. Such notice shall state the date on which payment in full is due, which date must be at least ninety (90) days after the date the notice is mailed. The entire unpaid principal balance of the Note, together with any and all accrued but unpaid interest and any other sums owing under the terms of the Security Instrument shall be due and payable on or before the due date. If Borrower fails to pay such sums when due, Lender may invoke any and all remedies permitted under the Note and Security Instrument.
3. In the event Lender does not exercise its call option as set forth above, the option shall be renewable annually during the thirty day periods commencing one hundred twenty days prior to the anniversary date of the first payment date specified in the Note. The call option, as renewed, can be exercised in the same manner, and with the same effect as set forth in subparagraphs (1) and (2) above.







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MORTGAGE RIDER

THIS MORTGAGE RIDER is made this 8th day of April, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date, given by the undersigned to secure the Note to LISLE SAVINGS AND LOAN ASSOCIATION, the Mortgagee, of the same date.

ADDITIONAL UNIFORM COVENANTS:

A. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

B. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

C. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

D. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

E. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

F. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate in normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Mortgage Rider.

Stanley Kozynski
Stanley Kozynski

[Signature]

94331586

THAT PART OF LOT 4 IN RICHARDSON SUBDIVISION (HEREINAFTER DESCRIBED), LYING EAST OF A TRACT OF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN SAID RICHARDSON SUBDIVISION AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOT, 84.66 FEET TO A POINT MIDWAY BETWEEN THE NORTHWEST AND NORTHEAST CORNERS OF SAID LOT; THENCE SOUTH IN A STRAIGHT LINE PARALLEL WITH AND MIDWAY BETWEEN THE EAST LINE AND THE WEST LINE OF SAID LOT 1 AND MIDWAY BETWEEN THE EAST LINE AND THE WEST LINE OF LOT 4, 1074.44 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 4 MIDWAY BETWEEN THE SOUTHEAST AND SOUTHWEST CORNERS OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 4, 112.98 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4 AND ALONG THE WEST LINE OF SAID LOT 1 930.00 FEET TO THE POINT OF BEGINNING; (EXCEPT FROM SAID PART OF LOT 4 LYING EASTERLY FROM THE ABOVE DESCRIBED TRACT THAT PART THEREOF LYING EAST OF A STRAIGHT LINE DRAWN THROUGH A POINT IN THE SOUTHERLY LINE OF SAID LOT 4 DISTANT NORTHWESTERLY ALONG SAID LINE 56.49 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; AND EXCEPT THAT PART OF SAID LOT 4 LYING NORTHERLY OF A STRAIGHT LINE DRAWN PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 4 THROUGH A POINT IN THE EASTERLY LINE OF SAID LOT 271.025 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 4, IN SAID RICHARDSON'S SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH,

RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS

PIN # 09-27-203-043
Commonly known as: 833 N. Northwest Hwy
Park Ridge, IL

Property of Cook County

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