

95452041

Loan No. 8000171

OPEN-END CREDIT LINE MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES AND ACCRUED AND UNPAID INTEREST.

THIS OPEN-END CREDIT LINE MORTGAGE (this "Mortgage"), dated as of June 15, 1998, by Zbigniew J. Markowski and Ewa L. Markowski, Husband and Wife, residing at 288 11th Street, Unit A, Wheeling, IL 60090, ("Borrower") to The Prudential Savings Bank, F.S.B., having an address at Suite 1000, One Ravinia Drive, Atlanta, Georgia 30348 ("Lender").

Borrower and Lender have signed the Home Equity Account Agreement and Initial Disclosure Statement, dated as of June 15, 1998 ("Loan Agreement"), providing credit to Borrower in a principal amount of up to \$15,000.00 (FIFTEEN THOUSAND AND 00/100). This Mortgage, together with the Loan Agreement, are called the "Loan Documents".

To secure (a) the payment of all amounts in connection with the Loan Documents and (b) the performance of the promises of Borrower contained in the Loan Documents (collectively, the "Obligations"), Borrower hereby grants, conveys, assigns, mortgages and confirms unto Lender, and grants with mortgage covenants to Lender a lien and security interest in, the following property (collectively, the "Property"): (i) the lands in the County of COOK, State of Illinois described in Exhibit A to this Mortgage, together with all tenements, hereditaments, easements and appurtenances appertaining to the same (collectively, the "Land"); (ii) all existing and future buildings and other improvements erected on the Land (collectively, the "Improvements"); (iii) all fixtures with respect to the Land or the Improvements; and (iv) any reversions and remainders of the Land or the Improvements. Lender's rights under this Mortgage will end and Lender will cancel this Mortgage at Borrower's expense when: (i) Borrower pays in full all Obligations; and (ii) any and all rights Borrower may have to request further advances under the Loan Documents have been terminated.

1. Borrower shall keep the Improvements insured under an "all risk" type of casualty insurance policy for the benefit of Lender. Such insurance shall be in an amount reasonably satisfactory to Lender, and shall be issued by an insurance company duly licensed to do business in the State where the Land is located. Borrower shall promptly notify Lender of any loss or damage in connection with the Improvements.

2. Borrower shall pay, when due, all taxes, assessments, water and sewer rents and all other governmental charges assessed against the Property.

Handwritten initials/signature

Vertical stamp or text on the right margin

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice to Lender, at Lender's

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

This Mortgage is given to secure a revolving credit loan pursuant to the Loan Agreement and shall secure not only presently existing indebtedness under the Loan Agreement but also future advances whether such advances are obligatory or to be made at the option of Lender made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made on said date and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby at any one time outstanding shall not exceed the principal amount set forth in the second paragraph of the first page of this Mortgage, plus interest thereon and any disbursements which the Lender may make under this Mortgage, the Loan Agreement, or any other document with respect hereto (for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements.

8 If Borrower receives any notice of default under a Prior Lien, Borrower shall promptly deliver a copy of the notice to Lender.

7 This Mortgage cannot be modified or discharged except by an instrument in writing, duly acknowledged in form for recording, signed by Borrower and Lender. This Mortgage shall be a "fixture filing" under Article 9 of the Uniform Commercial Code as adopted by the State where the Land is located. This Mortgage shall run with the Land and shall bind Borrower, its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

All notices, consents and other communications under this Mortgage shall be in writing and shall be deemed given two business days after mailing by registered or certified mail, return receipt requested, postage prepaid, to the party to whom directed at the address of that party set forth above. Lender and Borrower may, by notice to the other, specify a new address to which all future notices shall be forwarded.

5 Upon the happening of a Default, Lender may declare the entire amount of and all interest on the Obligations to be immediately due from Borrower, and Lender may resort to all of the remedies available to it under the Loan Documents, at law or in equity.

4 Each of the following shall be a default ("Default") under this Mortgage: (a) failure to pay when due any amount in connection with any Loan Document; (b) any representation made in any Loan Document is incorrect or misleading in any material respect; (c) failure to perform any promise contained in Sections 1 or 2 of this Mortgage and such failure shall not be cured within 10 days after notice to Borrower; (d) failure to perform any other promise contained in any Loan Document and such failure shall not have been cured within 30 days after notice to Borrower; (e) the beginning of any foreclosure proceeding against the Property; (f) the occurrence of any default under any lien covering the Property which is prior to the lien of this Mortgage (a "Prior Lien"); (g) or the transfer of title to the Property.

3 Borrower shall maintain the Property in good repair and condition and comply with all laws affecting the Property.

1400 FORM 10/1/78

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address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has duly signed this Mortgage as of the day and year first above written

Zbigniew J. Markowski
Zbigniew J. Markowski
Ewa L. Markowski
Ewa L. Markowski

Prepared by: Prudential
Tonda Roberson, For the Lender
Suite 1000, One Ravinia Drive, Atlanta, Georgia 30346

State of _____ ss:
County of _____

On this 10th day of June, 1995, before me, a notary public, the undersigned officer, personally appeared Zbigniew J. Markowski and Ewa L. Markowski, a single person/husband and wife known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he (she) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Lauren Chiappe
Notary Public

My Commission Expires: 3/15/99

When recorded return to:
The Prudential Savings Bank, F.S.B., Attn: Home Equity Dept.
One Ravinia Dr., Suite 1000, Atlanta, GA 30346

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Exhibit A

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LEGAL DESCRIPTION:

ALL THAT CERTAIN PROPERTY SITUATED IN WHEELING IN THE COUNTY OF COOK, AND STATE OF ILLINOIS AND BEING DESCRIBED IN A DEED DATED 01/14/93 AND RECORDED 01/20/93, AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS: 93050115.

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN COOK COUNTY, ILLINOIS, TO-WIT:

THAT PART OF LOT 5 IN STRONGATE RESUBDIVISION, BEING A SUBDIVISION IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 1990, AS DOCUMENT NO. 90 56874, AND RE-RECORDED JUNE 12, 1991, AS DOCUMENT NO. 91262845, DESCRIBED AS FOLLOWS:

PARCEL 10:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE NORTH 89 DEGREES 44 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 20.50 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 43 SECONDS WEST 31.33 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 17 SECONDS WEST 12.00 FEET; THENCE SOUTH 0 DEGREES 15 MINUTES 43 SECONDS WEST 32.42 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 5; THENCE SOUTH 89 DEGREES 44 MINUTES 17 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 31.50 FEET TO THE

SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 0 DEGREES 15 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 63.75 FEET TO THE PLACE OF BEGINNING; SAID PARCEL OF LAND HEREIN DESCRIBED CONTAINS 0.038 ACRE, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

SUBJECT TO DECLARATION OF EASEMENTS AND COVENANTS BY GRANTOR AS DOCUMENT NO. 90357534, AS AMENDED BY DOCUMENT NUMBER 91262817 WHICH IS INCORPORATED HEREIN BY REFERENCE HERETO, GRANTOR HEREBY GRANTS TO GRANTEE, HEIRS AND ASSIGNS, AS EASEMENTS APPURTENANT TO THE PREMISES CONVEYED, THE EASEMENTS CREATED BY SAID DECLARATION FOR THE BENEFIT OF THE OWNERS OF THE PARCELS OF REALTY HEREIN DESCRIBED AND GRANTOR RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, AS EASEMENT APPURTENANT TO THE REMAINING PARCELS DESCRIBED IN SAID DECLARATION, THE EASEMENTS THEREBY CREATED FOR THE BENEFIT OF SAID REMAINING PARCELS DESCRIBED IN SAID DECLARATION AND THIS CONVEYANCE IS SUBJECT TO THE SAID EASEMENTS AND THE RIGHT OF THE GRANTOR TO GRANT SAID EASEMENTS IN THE CONVEYANCES AND MORTGAGES OF REMAINING PARCELS OR ANY OF THEM, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANTS TO BE BOUND BY THE

COVENANTS AND AGREEMENTS IN SAID DOCUMENT SET FORTH AS COVENANTS RUNNING WITH THE LAND.

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