

96535189

DEPT-01 RECORDING \$27.50  
T#0014 TRAN 7330 07/15/96 14:01:00  
#9948 = JW \*-96-535189  
COOK COUNTY RECORDER

TL SC 334578

(Space Above This Line For Recording Data)

0801241456

Tax Parcel Number:  
02-16-408-016

HOME EQUITY LINE OF CREDIT  
REAL ESTATE MORTGAGE

2750  
4

This MORTGAGE is made this 28th day of June, 19 96, between the Mortgagor, BLAKE M FILARSKI and DEBRA M FILARSKI, HUSBAND AND WIFE

(Mortgagor, whether one or more) and the Mortgagee ADVANTAGE BANK, F.S.B., whose address is 5835 7th Avenue, Kenosha, Wisconsin

(Lender). Mortgagor is indebted or may become indebted to Lender in the principal sum of Twenty Thousand and no/100 Dollars (\$ 20,000.00).

which indebtedness is evidenced by Mortgagor's Home Equity Line of Credit Agreement and Home Equity Line of Credit Note, both dated June 28, 19 96 (the "Agreement" and "Note", respectively), providing for payment of principal and interest. Now Mortgagor does hereby mortgage, convey and warrant to Lender the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases and profits, all awards and payments made as a result of the exercise of the right of eminent domain and all existing and future improvements and fixtures (all called the "Property").

1. Description of Property.  This is home used property

Lot 13 in CRESCENT WOOD SUBDIVISION, being a subdivision of Lots 1, 3 and 4 in Block 7 and Lots 6, 7, 8 and 10 in Block 8 in ARTUR T MC INTOSH and COMPANY'S CHICAGO AVENUE FARMS, being a Subdivision in the Southeast 1/4 of Section 16, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 125 Wilson Court, Palatine, IL 60067

If checked here, description is continued on attached sheet.

2. Title. Mortgagor covenants and warrants title to the Property in fee simple, free and clear of all liens and encumbrances excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and ADVANTAGE BANK FSB

Mortgagor will forever warrant, guarantee and defend the title and quiet possession of the Property against all other claims.

3. Escrow. Interest  (will)  (will not) be paid on escrowed funds required under paragraph 7(a) hereof.

TICOR TITLE INSURANCE

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4. Mortgage As Security. The Mortgage is given to secure prompt payment to Lender of the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the Agreement and Note of Mortgage to Lender and any extensions, renewals or modifications. The note is a Line of Credit Note which permits Mortgagee to borrow amounts from time to time up to an aggregate amount not to exceed the principal amount of the Note. It is governed and agreed by the parties hereto that the mortgage secures the payment of and includes all future, or further advances as may be made to any Mortgagee pursuant to the Agreement and the Note. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum of \$ 20,000.00, plus interest thereon. Any such future or further advances which may be made by the Lender to and for the benefit of the Mortgagee, in accordance with the Note and Agreement shall be secured by this Mortgage to the same extent as if such future or further advances were made on the date of the execution hereof, irrespective of whether the Note, the Agreement and this Mortgage are in default or whether the Note is due and payable in its entirety. This Mortgage shall also secure any additional sums loaned by the Lender to any Mortgagee, to any Mortgagee and another or to another guaranteed or endorsed by any Mortgagee agreed to be secured by this Mortgage, plus interest and charges, and the performance of all covenants, conditions and agreements contained in the Mortgage, and subject to statutory limitations as may be applicable, costs and expenses of collection or enforcement. If the Agreement and Note are paid according to their terms, and all other payments are made and all other terms, conditions, covenants, and agreements contained in this Mortgage, the Agreement and the Note are performed, then this Mortgage ceases and is void.

5. TAXES. To the extent not paid to Lender under Section 7(a), Mortgagee shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, or against Lender upon the Mortgage, the Agreement or the Note, or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

6. INSURANCE. Mortgagee shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, extended coverage perils and such other hazards as Lender may require, through insurances approved by Lender, in amounts, without co-insurance, not less than the principal amount of the Note or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall conform with the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Mortgagee shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the payment of amounts due under the Note (without penalty, or prepayment) or to the restoration of the improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagee in and to any insured property then in force shall pass to the purchaser or grantee.

7. Mortgagee's Covenants. Mortgagee covenants:  
(a) Escrow. If requested by Lender at any time, to pay Lender sufficient funds at such times as Lender designates, to pay (1) the estimated annual real estate taxes and assessments on the Property, (2) all property insurance premiums when due, and (3) if payments owed under the Note are guaranteed by mortgage guaranty insurance, the amount necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagee shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessment, and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds.  
(b) Condition and Repair. To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;  
(c) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage, except for those liens and encumbrances set forth in Section 2 hereof;  
(d) Waste. Not to commit waste or permit waste to be committed upon the Property;

(e) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or sell or transfer a beneficial interest in Mortgagee if Mortgagee is not a natural person or persons but is a corporation, partnership, trust or other legal entity, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to his interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee hereunder or upon the Note or the Agreement hereby secured;  
(f) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagee may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to payment of amounts due under the Note and the Agreement (without penalty for prepayment);

(g) Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceedings (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to payment of amounts due under the Note and the Agreement (without penalty for prepayment);

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(i) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or sell or transfer a beneficial interest in Mortgagee if Mortgagee is not a natural person or persons but is a corporation, partnership, trust or other legal entity, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to his interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee hereunder or upon the Note or the Agreement hereby secured;  
(j) Waste. Not to commit waste or permit waste to be committed upon the Property;

(k) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage, except for those liens and encumbrances set forth in Section 2 hereof;  
(l) Condition and Repair. To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;  
(m) Escrow. If requested by Lender at any time, to pay Lender sufficient funds at such times as Lender designates, to pay (1) the estimated annual real estate taxes and assessments on the Property, (2) all property insurance premiums when due, and (3) if payments owed under the Note are guaranteed by mortgage guaranty insurance, the amount necessary to pay for such insurance which Lender may cancel at any time. Upon demand, Mortgagee shall pay Lender such additional sums as are necessary to pay these items in full when due. Lender shall apply these amounts against the taxes, assessment, and insurance premiums when due. Escrowed funds may be commingled with Lender's general funds.

(n) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or sell or transfer a beneficial interest in Mortgagee if Mortgagee is not a natural person or persons but is a corporation, partnership, trust or other legal entity, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagee, Lender may deal with any transferee as to his interest in the same manner as with Mortgagee, without in any way discharging the liability of Mortgagee hereunder or upon the Note or the Agreement hereby secured;  
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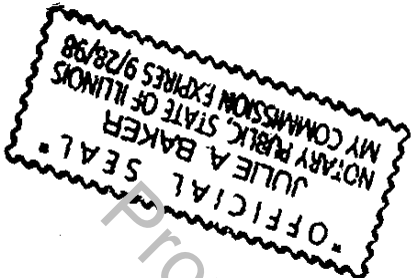
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LEMS (05/20)

page 4 of 4



This instrument was prepared by: ROBERT J. MUTH

ATTN: LOAN SERVICING

Record and Return to: ADVANTAGE BANK, S.S.B., P.O. BOX 728, KENOSHA, WI 53141



My commission expires:

Witness my hand and official seal this 28th day of June

Notary Public

(SEAL)

*Julie A. Baker*  
1996

executed said instrument for the purpose and use therein set forth.

have executed same, and acknowledged said instrument to be Their free and voluntary act and deed and that They

before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared

a Notary Public in and for said county and state, do hereby certify that

BLAKE M FILARSKI and DEBRA M FILARSKI, *the undersigned*

STATE OF ILLINOIS  
COUNTY OF COOK

SS: )

[Space Below This Line for Acknowledgment]

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

DEBRA M FILARSKI

*Debra M Filariski*

BLAKE M FILARSKI

*Blake M Filariski*

Signed and Sealed the 28th day of June, 19 96

The undersigned acknowledges receipt of an exact copy of this Mortgage.

as they may be amended or renumbered from time to time.

19. Statutory References. All references in this mortgage to sections of the Illinois Statutes are to those sections

its successors and assigns, and binds Mortgagee(s) and their respective heirs, personal representatives, successors and assigns.

18. Successors and Assigns. The obligations of all Mortgagees are joint and several. This Mortgage benefits Lender;

not affect the validity or enforceability of any other provision.

17. Severability. Unless otherwise required by law, invalidity or unenforceability of any provision of this Mortgage shall

Property of Cook County Clerk's Office