



**The First National Bank
Of Chicago**

**Mortgage - Installment Loan or
Line of Credit
(Illinois Only)**

178040458

This Mortgage is made on September 25, 1998, between the Mortgagor(s)
HENRYK SALWECKI AND IRENA SALWECKI A/K/A IRENA SALWECKA, HIS WIFE, IN JOINT TENANCY

whose address is 9408 BAY COLONY DR APT 3N DES PLAINES, IL 600163675 and the Mortgagee
The First National Bank Of Chicago whose address is
One First National Plaza
Chicago, IL 60670

(A) Definitions.

- (1) The words "borrower," "you" or "yours" mean each Mortgagor, whether single or joint, who signs below.
- (2) The words "we," "us," "our" and "Bank" mean the Mortgagee and its successors or assigns.
- (3) The word "Property" means the land described below. Property includes all buildings and improvements now on the land or built in the future. Property also includes anything attached to or used in connection with the land or attached or used in the future, as well as proceeds, rents, income, royalties, etc. Property also includes all other rights in real or personal property you may have as owner of the land, including all mineral, oil, gas and/or water rights.

(B) Amount Owed, Maturity, Security

If you signed the agreement described in this paragraph, you owe the Bank the maximum principal sum of \$37,300.00 plus interest thereon, and any disbursements made to you or on your behalf by the Bank for the payment of taxes, special assessments or insurance on the real property described below with interest on such disbursements, pursuant to a Home Equity Loan Agreement or Mini Equity Loan Agreement ("Agreement") dated September 25, 1998, which is incorporated herein by reference. You must repay the full amount of the loan, including principal and interest, if not sooner due pursuant to the Agreement, no later than October 04, 2008.

Interest on the outstanding principal shall be calculated on a fixed or variable rate as referenced by your Agreement. As security for all amounts due to us under your Agreement, and all extensions, amendments, renewals or modifications of your Agreement (all of the foregoing not to exceed twice the maximum principal sum stated above), you convey, mortgage and warrant to us, subject to liens of record as of the date hereof, the Property located in the _____ of Des Plaines, Cook, County, Illinois as described below:

BOX 333-CTI

*** SEE LEGAL DESCRIPTION ATTACHED ***

Permanent Index No. 09151010241329

Property Address: 9408 BAY COLONY DR APT 3N DES PLAINES, IL 600163675

(C) Borrower's Promises. You promise to:

- (1) Pay all amounts when due under your Agreement, including interest, and to perform all duties of the Agreement and/or this Mortgage. (A Mortgagor who has not signed the Agreement has no duty to pay amounts owed under the Agreement.)
- (2) Pay all taxes, assessments and liens that are assessed against the Property when they are due. If you do not pay the taxes, assessments or liens, we can pay them, if we choose, and add what we have paid to the amount you owe us under your Agreement with interest to be paid as provided in that Agreement.
- (3) Not execute any mortgage, security agreement, assignment of leases and rentals or other agreement granting a lien against your interest in the property without our prior written consent, and then only when the document granting that lien expressly provides that it shall be subject to the lien of this Mortgage.
- (4) Keep the Property in good repair and not damage, destroy or substantially change the Property.
- (5) Keep the Property insured with an insurance carrier acceptable to us against loss or damage caused by (a) fire or other hazards and (b) flood, if the Property is located in a specially designated flood hazard area. The insurance policy must be payable to us and name us as Insured Mortgagee for the amount of your loan or line. You must deliver a copy of the policy to us at our request. If you do not obtain insurance or pay the premiums, we may purchase insurance for the Property. You will be responsible for the costs of such insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. At our option, insurance proceeds received by us may be applied to the balance of the loan or line, whether or not due, or to the rebuilding of the property.

UNIT NUMBER 173 IN BAY COLONY CONDOMINIUM DEVELOPMENT NUMBER 2, AS DELINEATED ON SURVEY OF THE PART OF LOTS 1, 2, AND 5 IN LOUIS MERZHAUSEN'S SUBDIVISION OF PART OF FREDERICH MERZHAUSEN'S DIVISION OF LANDS IN SECTIONS 15 AND 16, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 1 AFORESAID, 91.00 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF LOT 1 AFORESAID, 267.35 FEET TO A LINE WHICH IS PERPENDICULAR TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, AFORESAID, WHICH IS DRAWN THROUGH A POINT IN SAID EASTERLY EXTENSION 192.86 FEET EAST OF THE NORTH EAST CORNER THEREOF; THENCE SOUTH ALONG SAID PERPENDICULAR LINE, 247.69 FEET TO A LINE PERPENDICULAR TO THE WEST LINE OF LOT 1 AFORESAID WHICH PASSES THROUGH A POINT IN SAID WEST LINE, 610.00 FEET NORTH OF THE SOUTH EAST CORNER OF LOT 2 IN LOUIS MERZHAUSEN'S SUBDIVISION AFORESAID; THENCE WEST ALONG LAST DESCRIBED PERPENDICULAR LINE, 495.29 FEET TO A LINE, 282.82 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE, 231.73 TO A POINT ON THE NORTH LINE OF LOT 2 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF LOT 2 AFORESAID, 427.11 FEET TO A POINT, 710.0 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE SOUTHERLY 801.37 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 46 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE EASTERLY 40.0 FEET ALONG A LINE WHICH MAKES AN ANGLE OF 91 DEGREES 12 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED; THENCE NORTHERLY ALONG A LINE WHICH MAKES AN ANGLE OF 88 DEGREES 46 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE EXTENDED FOR A DISTANCE OF 33.02 FEET TO THE SOUTH LINE OF THE NORTH 268.37 FEET OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 50.0 FEET TO THE EAST LINE OF THE WEST 90.0 FEET OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID EAST LINE 211.58 FEET TO THE SOUTH LINE OF THE NORTH 479.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 363.03 FEET TO THE WEST LINE OF THE EAST 256.84 FEET (MEASURED AT RIGHT ANGLES) OF LOT 2 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE 367.66 FEET TO THE SOUTH LINE OF LOT 2 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 256.90 FEET TO THE SOUTH EAST CORNER THEREOF; THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF LOT 5 AFORESAID, A DISTANCE OF 268.92 FEET TO A DIAGONAL LINE DRAWN FROM A POINT IN THE NORTH LINE OF LOT 5 AFORESAID, 351.04 FEET EAST OF THE NORTH WEST CORNER THEREOF TO A POINT IN THE SOUTH LINE OF LOT 5 AFORESAID, 75.00 FEET EAST OF THE SOUTH WEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG SAID DIAGONAL LINE FOR A DISTANCE OF 146.41 FEET TO A LINE 324.16 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF LOTS 1 AND 5 AFORESAID; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE, 444.41 FEET; THENCE EAST AT RIGHT ANGLES THERETO 152.17 FEET TO A DIAGONAL LINE DRAWN FROM THE POINT OF BEGINNING TO A POINT IN THE SOUTH LINE OF LOT 1 AFORESAID, 351.04 FEET EAST OF THE SOUTH WEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG LAST DESCRIBED DIAGONAL LINE 310.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE

DECLARATION OF CONDOMINIUM MADE BY STETCO, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1972, KNOWN AS TRUST NUMBER 61500, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR 2783627, AND AS AMENDED FROM TIME TO TIME; TOGETHER WITH AN UNDIVIDED .2928 PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS

98904171

Mortgage

- (D) **Hazardous Substances.** You shall not cause or permit the presence, use, disposal or release of any hazardous substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. You shall promptly give us written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property or release of any hazardous substance on the Property. If you are notified by any governmental or regulatory authority that any removal or other remediation of hazardous substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with applicable environmental laws.
- (E) **Default.** If you do not keep the promises you made in this Mortgage or in any prior existing mortgage or you fail to meet the terms of your Agreement, you will be in default. If you are in default, we may use any of the rights or remedies stated in your Agreement including, but not limited to, those stated in the default, remedies on default, and/or reducing the credit limit paragraphs or as otherwise provided by applicable law. If we accelerate your outstanding balance and demand payment in full, you give us the power and authority to sell the property according to procedures allowed by law. The proceeds of any sale will be applied first to any costs and expenses of the sale, including the costs of any environmental investigation or remediation paid for by us, then to reasonable attorneys' fees and then to the amount you owe us under your Agreement. After default, you agree to pay all of our fees incurred in preparing for or filing a foreclosure complaint, including attorneys' fees, receiver's fees and court costs and all other costs of collection.
- (F) **Due on Sale.** If you sell or transfer all or any part of the Property (or if Mortgagor is a land trust, you accept any assignment of the beneficial interest) without our prior written consent, the entire balance of what you owe us under your Agreement is due immediately.
- (G) **Eminent Domain.** Notwithstanding any taking under the power of eminent domain, you shall continue to pay the debt in accordance with the terms of the Agreement until any award or payment shall have been actually received by you. By signing this Mortgage, you assign the entire proceeds of any award or payment and any interest to us.
- (H) **Waiver of Homestead.** You waive all right of homestead exemption in the Property.
- (I) **Other Terms.** We do not give up any of our rights by delaying or failing to exercise them at any time. Our rights under the Agreement and this Mortgage are cumulative. You will allow us to inspect the Property on reasonable notice. This shall include the right to perform any environmental investigation that we deem necessary and to perform any environmental remediation required under environmental law. Any investigation or remediation will be conducted solely for our benefit and to protect our interests. If any term of this Mortgage is found to be illegal or unenforceable, the other terms will still be in effect.

By Signing Below, You Agree to All the Terms of This Mortgage.

Witnesses:

X _____

Print Name: _____

X _____

Print Name: _____

X *[Signature]*
Borrower: IRENA SALWECKA
X *[Signature]*
Borrower: HENRYK SALWECKI

Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF

I, *the undersigned*, a notary public in and for the above county and state, certify that HENRYK SALWECKI AND IRENA SALWECKI A/K/A IRENA SALWECKA, HIS WIFE, IN JOINT TENANCY

personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the instrument as his/her/their free and voluntary act for the use and purposes therein set forth.

Subscribed and sworn to before me this 25th day of September, 1998

Paulette R Ford-Walker
Notary Public, *Cook* County, Illinois

Drafted by:
PAULETTE R. FORD
Mail Suite 2028
Chicago, IL 60670-2028

My Commission Expires:
When recorded, return to:
Retail Loan Operations
1 North Dearborn-1900
Mail Suite 0203
Chicago, IL 60670-0203



UNOFFICIAL COPY

Property of Cook County Clerk's Office