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Sbank:

MORTGAGE

ILLINOIS ABSTRACT

BORROWER

SUSAN E LESZCZEWICZ

MARK J LESZCZEWICZ

ADDRESS

1362 PHOENIX DR

DES PLAINES, IL 500181125

LENDER

U.S. BANK NATIONAL ASSOCIATION ND

4325 - 17TH AVENUE SW

FARGO, ND 58103

GRANTOR

SUSAN E. LESZCZEWICZ

HUSBAND AND WIFE

ADDRESS

1362 PHOENIX DR

272177 When Recorded Return To:

C.I. Title, Inc.

203 Little Canada Rd

Ste 200

St. Paul, MN 55117



5 1999-01-06

8823/0083 52 001

MARK J. LESZCZEWICZ

DES PLAINES, IL 600181125

- 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated never together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leuros, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").
- 2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:
 - (a) this Mortgage and the following agreement:

PRINCIPAL AMOUNT/ CREDIT LIMIT	NOTE/ AGREEMENT DATE	MATURITY DATE
20,000.00	10/16/98	10/16/03

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

? PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for CONSUMER purposes.

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- which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.
- 11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the Indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall have entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not a mmit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theft, flood (if applicable) or other casualty. Grantor new obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omit sion of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-act for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, pledged and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender of instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amount applied against the Obligations shall be applied in the inverse order of the due dates thereof. In any event Grantor shall be obligated to rebuild and restore the Property.
- 15. ZONING AND PRIVATE COVENANTS. Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued of abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

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- (f) causes Lender to deem itself insecure in good faith for any reason.
- (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is
 - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
 - (c) allows the Property to be damaged, destroyed, lost or stolen in any material respect; other present or future, written or oral, agreement;
- (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any
 - (a) fails to pay any Obligation to Lender when due;

any Obligation:

22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of these matters in the event that Grantor fails to provide the requested statement in a timely manner. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to counterclaims with respect to the Obligations and, it so, the nature of such claims, defenses, set-offs or counterclaims. (a) the outstanding balance on the Obligations; and (b) whether Grantor possesses and chains, defenses, set-offs or

any intended transferee of Lender's rights with respect to the Obligations, a signed and administration and administration of Lender's rights with respect to the Obligations, a signed and administration of Lender's rights with respect to the Obligations. 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender Grantor shall deliver to Lender, or

shall be true, accurate and complete in all respects.

time, and shall be rendered with such frequency as Lender may designate. All recommission furnished by Grantor to Lender Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor shall note the existence of Lender's beneficial interest in its books and records penaining to the Property. and information contained in Grantor's books and records shall be servine, true, accurate and complete in all respects. Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures examine and inspect the Property and examine, inspect and male copies of Grantor's books and records pertaining to the 20. INSPECTION OF PROPERTY, BOOKS, RECORL'S AND REPORTS. Grantor shall allow Lender or its agents to

Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof. default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of premium, taxes and assessments pertaining to the Property as estimated by Lender. So long as there is no default, these

the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to Property when due. Upon release or foreclosure of this Mortgage

legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender shall survive the termination, Claims, and pay the costs inconnection therewith. In the alternative, Lender shall be entitled to employ its own Materials). Grantor, upon the request of Lender, shall hire legal counsel acceptable to Lender to defend Lender from such proceedings (cumulatively "Claims") pertaining to the Property (including, but not limited to, those involving Hazardous damages, liabilities (including attorneys' tees and legal expenses), causes of action, actions, suits and other legal directors, officers, (1) Joyees and agents with written notice of and indemnify and hold Lender hamless from all claims, with respect to the Property under any circumstances. Grantor shall immediately provide Lender and its shareholders, 18. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's Obligations

shall cooperate and assist Lender in any action hereunder.

Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender

In any event Grantor shall be obligated to restore or repair the Property. proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property. legal expenses and other costs (including appraisal tees) in connection with the condemnation or eminent domain condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such

ie. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened

- It under this Mongage Lender shall be entitléate éxefcise 23. RIGHTS OF LENDER O one or more of the following remedies without notice or demand (except as required by law):
 - (a) to declare the Obligations immediately due and payable in full;
 - (b) to collect the outstanding Obligations with or without resorting to judicial process;
 - (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to Grantor and Lender;
 - (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
 - (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
 - (f) to foreclose this Mortgage;
 - (g) to set-off the Obligations against any amounts due to Grantor or Borrower including, but not limited to, monies, instruments, and deposit accounts maintained with Lender; and
 - (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are currentative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

- 24. WAIVER OF HOMEST(AD) AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be enafled under any applicable law. If a husband and wife are both signing this Mortgage and only one of the spouses is an owner of the Property, then the other spouse is signing for the sole purpose of waiving such homestead rights and other exemptions.
 - 25. SATISFACTION. Upon the payment in full of the Obligations, this Mortgage shall be satisfied of record by Lender.
- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following marries: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, no ification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor or Borrower may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in whatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endoise Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are irrevocable.
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 32. PARTIAL RELEASE. Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Property.

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- 33. MODIFICATION AND WAIVER. The indiffication of waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Lender. Lender may perform any of Grantor's Obligations or delay or fail to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights against any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
- 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.
 - 36. SEVERABILITY. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
 - 37. APPLICABLE LAW This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisaction and venue of any court located in such state.
 - 38. MISCELLANEOUS. Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. It there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury is any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

	EXCULPATION; MOF (C)	
conferred upon and vested	d in it as such trustee. All th	in the exercise of the power and authority the terms, provisions, stipulations, covenants and conditions to be are undertaken by it solely as Trustee, as made are uside on information and belief and are to be construed
	ally, and all statements herein personal liability	shall be asserted or be enforceable against by reason of according to the terms, provisions, stipulations, covenants
and/or statements of		reement. This wingage is use should
Trust Number	(are) also the maker(s) of the first created with pursuant to a True	the Note secured by the Mortgage, and who also may be the as Trustee under ust Agreement datedas Trustee under
Grantor acknowledges that	t Grantor has read, understand	ls, and agrees to the terms and conditions of this Mortgage.
Detect		·
Dated:	nd known as Trust Number	, not personally but solely as Trustee under Trust Agreement
Dated: datedar GRANTOR: MARK J. LESZCZEWICZ	pencie	GRANTOR: GRANTOR: SUSAN E. LESZCZEWICZ
datedar	pencie	GRANTOR: GRANTOR: SUSAN E. LESZCZEWICZ GRANTOR:
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datedar GRANTOR: MARK J. LESZCZEWICZ	pencie	GRANTOR: G. Surania Susan B. LESZCZEWICZ

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SUSAN E LESZCZEWICZ 66200102358460001

ATTACHMENT A Property Description

LOT 149 IN ZEMON'S CAPITOL HILL SUBDIVISION, UNIT NO. 7, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 AND PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, Property of Cook County Clerk's Office

08-24-411-024