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When Recorded Return To:  
Lincoln Park Savings Bank  
1946 W. Irving Park Road  
Chicago, IL 60613

0098755579

678/0001 89 001 Page 1 of 6  
2001-02-27 08:03:38  
Cook County Recorder 25.00

BOX 158



0010155779

\*\*\*RERECORD TO CORRECT NAME OF MORTGAGOR(S) AND LOAN AMOUNT OF DOCUMENT #99753554\*\*\*

0010155779

9455/0141 89 001 Page 1 of 3  
2001-02-27 13:13:38  
Cook County Recorder 25.50

\*\*\*THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE MORTGAGOR INFORMATION\*\*\*

OPEN END CREDIT REAL ESTATE MORTGAGE

6  
over

ACCOUNT # 0100805583-1 Mortgage Date August 2nd, 1999

CONSIDERATION AND GRANT OF MORTGAGE

This mortgage is made on the date noted above and between the parties listed below. Under this mortgage and related Homeowner's Equity Line Account Contract ("Account"), Mortgagee is obligated to make future advances on a continuing basis, for (7) years up to the principal amount shown below ("Mortgagor's Credit Limit"), consistent with the terms of the Account. **Any party interested on the details related to Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagee directly.** In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and all buildings and fixtures.

MORTGAGOR(S)		MORTGAGEE	
NAME(S) <del>Donald A. Garbarino and Margaret B. Garbarino, His Wife</del> ***SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF***		NAME(S) Lincoln Park Savings Bank	
ADDRESS 3525 N. Damen		ADDRESS 1946 W. Irving Park Road	
CITY Chicago		CITY Chicago	
COUNTY Cook	STATE Illinois	COUNTY COOK	STATE ILLINOIS

\*\*\*THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE MORTGAGOR INFORMATION\*\*\*

PROPERTY ADDRESS P.I.N. # 14-19-401-001-0000  
14-19-401-002-0000

PRINCIPAL AMOUNT (MORTGAGOR'S CREDIT LIMIT)

\*One Hundred Thousand and NO/100\*

\$ \*\*100,000.00\*\*

BOX 158

3

LEGAL DESCRIPTION:

LOTS 66, 67 AND THE NORTH 10 FEET OF LOT 68 IN BLOCK 28 IN CHARLES FORD'S SUBDIVISION OF BLOCKS 27, 28, 37 AND 38 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF IN COOK COUNTY, ILLINOIS

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99753554

P.I.N. 14-19-401-001-0000

P.I.N. 14-19-401-002-0000

1. **COLLATERAL FOR ACCOUNT.** This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee, which this Mortgage secures.
2. **PAYMENT.** The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee, which is secured by this Mortgage.
3. **COLLATERAL PROTECTION.** The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.
4. **DUE ON SALE.** In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.
5. **PAYMENT OF SUPERIOR INTERESTS.** The Mortgagor(s) will pay all mortgage indebtedness to which this mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.
6. **FORECLOSURE COSTS.** Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.
7. **FORECLOSURE AND SALE.** In the event the Mortgagor(s) defaults on the payment of any indebtedness secured by this Mortgage or commits any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amount Due, the Mortgagee may proceed to foreclose under the Mortgage Foreclosure Law for the State of Illinois or under any other statutory procedure for foreclosure of a mortgage. The Mortgagor(s) hereby waives and releases all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.
8. **CHARGES; LIENS.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender receipts evidencing the payments.
9. **HAZARD OR PROPERTY INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 11.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly pay to the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, of the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer

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MORTGAGOR(S) NAME(S) AND LEGAL DESCRIPTION RIDER ATTACHED  
TO AND MADE A PART HEREOF A CERTAIN MORTGAGE DATED  
08/02/99

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MORTGAGOR(S): AN UNDIVIDED  $\frac{1}{2}$  INTEREST TO DONALD A.  
GARBARINO, SOLE TRUSTEE OR HIS SUCESSORS IN TRUST, UNDER  
THE DONALD A. GARBARINO LIVING TRUST, DATED JULY 28, 1997  
AND AN UNDIVIDED  $\frac{1}{2}$  INTEREST MARGARET BUSK GARBARINO,  
TRUSTEES OR THEIR SUCESSORS IN TRUST, UNDER THE MARGARET  
BUSK GARBARINO LIVING TRUST, DATED JULY 28, 1997

LEGAL DESCRIPTION: LOTS 66, 67 AND THE NORTH 10 FEET OF LOT  
68 IN BLOCK 28 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 27,  
28, 37 AND 38 OF THE SUBDIVISION OF SECTION 19, TOWNSHIP 40  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT  
THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ , THE SOUTHEAST  $\frac{1}{4}$  OF  
THE NORTHWEST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  THEREOF,  
IN COOK COUNTY, ILLINOIS.

P/R/I/N 14-19-401-001-0000 AND 14-19-401-002-0000

COMMONLY KNOWN AS: 3525 N. DAMEN, CHICAGO, IL 60618

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Property of Cook County Clerk's Office