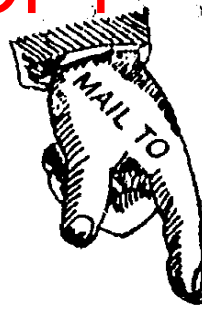


BUSINESS
W.B.A. 218 (5/15/86)

Wisconsin Bankers Association 1986

This instrument is subject to the provisions of bank or financial laws governed by Wisconsin Law



86626664

REAL ESTATE SECURITY AGREEMENT (Revised For Wisconsin Marital Property Act)

To induce Heritage Bank and Trust ("Bank")

to extend credit at any time in any manner or amount directly or indirectly to or for the benefit of one or more of the undersigned or at their request, any of which are additional consideration, the undersigned ("Customer", whether one or more) jointly and severally:

1. Represents and warrants that Customer owns (or with spouse owns) real estate ("Property") located at:

Unit 23SE, 1555 North Astor Street, Chicago, Illinois

60610

Cook County, Illinois ~~Cook County, Wisconsin~~, more completely described as:

RETURN TO Frank Vidian
Heritage Bank and Trust
4001 N. Main St. Racine, WI

See attached Exhibit "A"

(This is homestead property.)

(It is ~~not~~)

Tax key # _____

2. Grants Bank a continuing lien on the Property to secure all debts, obligations, and liabilities of any Customer to Bank arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Bank to any Customer, to any Customer and another, or to another guaranteed or endorsed by any Customer ("Obligations").

3. Covenants and agrees:

(a) that acting alone Customer may grant a continuing lien on the Property;

(b) not to sell, mortgage, otherwise convey or encumber the Property on or after this date, and to keep the Property free from all liens and encumbrances, and that should Customer fail to comply with this paragraph, Obligations secured hereby shall, at the option of Bank, become immediately due and payable;

(c) not to incur any new indebtedness or increase any outstanding indebtedness secured by any present lien upon the Property other than the lien created by this Agreement;

(d) to pay all taxes and assessments levied against the Property when due, keep all improvements on the Property in good repair and insured to maximum insurable value or the amount of the Obligations, whichever is less, repair loss or damage through fire and extended coverage insurance and at Bank's request exhibit the policy(s);

(e) that should the improvements on the Property be damaged Customer will, at Bank's option, repair or rebuild them or apply the insurance proceeds against the Obligations to Bank;

(f) that should Customer fail to pay any Obligation to Bank, insurance premiums, taxes or assessments, when the same is due or should Customer fail to perform any covenant or agreement contained herein, then at the option of Bank the Obligations secured hereby shall immediately become due and payable without notice and shall be collectible by Bank in a suit at law or by foreclosure or both, or by the exercise of any other remedy available at law or in equity. In the event of a foreclosure hereunder Customer agrees to be bound by Secs. 846.101 and 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, and Bank may grant, sell and convey the Property at public sale and may make and execute to the purchaser good and sufficient deeds of conveyance pursuant to statute. Upon the commencement or during the pendency of any action at law or equity hereunder, the court in which such action is brought may appoint a receiver of the Property, including homestead interest, and may empower said receiver to collect the rents, issues and profits of said Property during the pendency of such action, and may order such rents, issues and profits, when so collected, to be held and applied as the court may from time to time direct; and

(g) to pay all reasonable attorneys' fees incurred by Bank in enforcing these provisions to the extent not prohibited by law.

This Agreement binds Customer(s) and their heirs, representatives, successors and assigns and binds Bank, its successors and assigns.

Signed and Sealed this 23rd day of December, 19 86

(SEAL)

(NAME OF CORPORATION OR

By:

Helen P. Johnson a/k/a Helen Powers Johnson (SEAL)

PRESIDENT OR

(SEAL)

(SEAL)

Attest:

SECRETARY OR

AUTHENTICATION

OR

ACKNOWLEDGEMENT

Signatures of _____

STATE OF WISCONSIN

County of Racine } ss.

This instrument was acknowledged before me on _____

19 _____ by Helen P. Johnson a/k/a

Helen Powers Johnson

(Name(s) of hereafter)

as

(Type of authority, e.g., officer, trustee, etc., if any)

of

(Name of party or behalf of whom instrument was executed, if any)

Frank Vidian

Notary Public

Racine

County, Wis.

My Commission Expires 1-1-88

Title: Member State Bar of Wisconsin or authorized under §708.06, Wis. Stat.

This instrument was drafted by

Juliet Edmonds

*Type or print name signed above.

86626664

UNOFFICIAL COPY



Property of Cook County Clerk's Office

86626664

ALTERNATIVE [REDACTED]

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Exhibit "A"

Unit Number "23 South East", as delineated on Plat of Survey of 1555 Astor Condominium located on the following described parcel of real estate (hereinafter referred to as "parcel"): Lots 29 to 39, both inclusive, in the resubdivision by the Catholic Bishop of Chicago and Victor F. Lawson of Block 1 in the Catholic Bishop of Chicago Lake Shore Drive addition to Chicago in the North 1/2 of fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian which Plat of Survey is attached as Exhibit "C", to Declaration of Condominium made by American National Bank and Trust Company of Chicago a national banking association, as Trustee under Trust Agreement dated November 17, 1971 and known as Trust Number 76262, recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document Number 23269378, together with an undivided .52989 percent 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 Plat of Survey), in Cook County, Illinois.

17-03-001-628-1020

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Cook County Clerk's Office 186-62666A

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