

The Borrower covenants and agrees: (1) to pay said indebtedness, and all other amounts that may be payable under the Agreement and Note, as provided in the Agreement and Note or according to any other agreement extending the time of payment; (2) to pay, before any penalty attaches, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage, to rebuild or restore all buildings and improvements on the premises that may have been destroyed or damaged; (4) that waste to the premises shall not be committed or suffered; (5) to keep all buildings and other improvements now or hereafter on the premises insured against such risks, for such amounts and with such companies and under such policies and in such form, all as shall reasonably be satisfactory to the legal holder of the Note, which policies shall provide that loss thereunder shall be payable first to the holder of any prior encumbrance on the premises and second to the lender, as their respective interests may appear, and upon request, to furnish to the lender or to the legal holder of the Note satisfactory evidence of such insurance; and (6) to pay, when due, all indebtedness which may be secured by any prior encumbrances on the premises.

Together with all improvements, tenements, easements, fixtures and appurtenances now or hereafter thereto belonging, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, and all rents, issues and profits thereof or therefrom; hereby releasing and waiving any and all rights under and by virtue of the homestead exemption laws of the State of Illinois.

P.I.N.: 05-34-205-009-0000

701 W. Washington, Wilmette

1988 MAR - 4 PM 2:47

86085158

COOK COUNTY, ILLINOIS

TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 1 IN BLOCK 14 IN DINGER'S ADDITION TO WILMETTE IN SECTION 34,

State of Illinois:

to the Lender the following described real property located in the County of Cook pursuant to the terms of the Agreement (all loans made by Lender to Borrower priority as if such future loans or advances had been made on the date of the execution of this mortgage) together with all interest on the unpaid principal amount of loans outstanding from time to time, and (ii) the performance and observance of all terms, conditions and provisions of this Mortgage and the Agreement. Borrower does hereby mortgage, grant, convey and warrant to the Lender the following described real property located in the County of Cook

NOW THEREFORE, to secure (i) the payment of all loans made by Lender to Borrower pursuant to the terms of the Agreement (all future loans or advances are to have the same priority as if such future loans or advances had been made on the date of the execution of this mortgage) together with all interest on the unpaid principal amount of loans outstanding from time to time, and (ii) the performance and observance of all terms, conditions and provisions of this Mortgage and the Agreement, together with interest payable in accordance with the terms of the Agreement and Note all as more specifically described in said Agreement and Note and by this reference thereto hereby made a part hereof:

WHEREAS, the Borrower is justly indebted to Lender in the maximum principal sum of SEVENTY FIVE THOUSAND AND NO/100--

DOLLARS (\$75,000.00) or the aggregate unpaid amount of all loans made by Lender pursuant to that certain Boulevard Equity Line Agreement and Truth-in-Lending Disclosure Statement ("Agreement") and Boulevard Equity Line Promissory Note ("Note"), each of even date herewith, which are, less, payable to Lender at its offices in Chicago, Illinois at any time after five years from the date hereof, or sooner if a default as specified in the Agreement has been declared and Lender exercises its right to accelerate payment, together with interest payable in accordance with the terms of the Agreement and Note all as more specifically described in said Agreement and Note and by this reference thereto hereby made a part hereof:

County of Cook, State of Illinois (hereinafter called "Borrower") and BOULEVARD BANK NATIONAL ASSOCIATION, a national banking association doing business in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with its successors and assigns, called the "Lender").

701 Washington Avenue  
City of the  
Wilmette

THIS MORTGAGE, dated December 10, 1985, between Howard R. Holin and Linda A. Holin, his wife

All Notices to Lender Shall be Mailed or Delivered to the Above Address.  
Riley L. Swenson  
410 North Michigan Avenue  
Chicago, Illinois 60611

This instrument Prepared by:

SECOND MORTGAGE ADJUSTABLE INTEREST RATE LOAN

1300

86085158

BOX 333-WJ

70 26687 DF-022  
DECK 100A

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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The Borrower further agrees that, in the event of any default by the Borrower to insure, or pay taxes or assessments, or pay the indebtedness secured by any prior encumbrances on the premises, the Lender or the legal holder of the Note may, from time to time, but need not, procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting the premises, or pay the indebtedness securing any prior encumbrances on the premises; and the Borrower agrees to reimburse the Lender or the legal holder of the Note as the case may be, upon demand, for all amounts so paid, together with interest thereon at 12% from the date of the payment to the date of reimbursement, and the same shall be so much additional indebtedness secured hereby.

The Borrower further agrees that, in the event of a breach of any of the aforesaid covenants or agreements, of any covenants or agreements contained in the Agreement and Note in the indebtedness secured hereby shall, at the option of the legal holder of the Note without demand or notice of any kind, become immediately due and payable and shall be recoverable by foreclosure hereof, or by suit at law, or both, to the same extent as if such indebtedness had been matured by its express terms.

The Borrower further agrees that all expenses and disbursements paid or incurred in behalf of Lender in connection with the foreclosure hereof (including but not limited to, reasonable attorneys' fees, outlays for documentary evidence, stenographers' charges and cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree) shall be paid by the Borrower; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the Lender or the legal holder of the Note, as such, may be a party, shall also be paid by the Borrower. All such expenses and disbursements shall be an additional lien upon the premises, and shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, whether decree or order of sale shall have been entered or not, shall not be dismissed nor release hereof given, until such expenses and disbursements, and costs of suit, including attorneys' fees, have been paid. The Borrower, for the Borrower and for the respective heirs, executors, administrators, successors and assigns of the Borrower, waive all right to the possession of any income from the premises pending such foreclosure proceedings, and agree that upon the filing of any complaint to foreclose this Mortgage; the court in which such complaint to foreclose this Mortgage may at once, and without notice to the Borrower, or to any party claiming under the Borrower, appoint a receiver to take possession or charge of the premises with power to collect the rents, issues, and profits of the premises.

The lien of this Mortgage is subject and subordinate to the lien of a prior encumbrance of record on the premises in favor of SEE ATTACHED RIDER

5. MORTGAGE DATED OCTOBER 31, 1978 AND RECORDED NOVEMBER 1, 1978 AS DOCUMENT 2469793/ MADE BY HOWARD E. WOLIN AND LINDA A. WOLIN, HIS WIFE TO ADVANCE MORTGAGE CORPORATION, A CORPORATION OF DELAWARE, TO SECURE A NOTE FOR \$137,600.00

ASSIGNED BY DOCUMENT NO. 25253223 TO CITICORP HOMEOWNERS INC.

PURPORTEDLY ASSIGNED BY DOCUMENT 27390063 TO MERCANTILE TRUST COMPANY

ASSIGNED BY DOCUMENT 27390138 TO CITICORP HOMEOWNERS MORTGAGE ACCEPTANCE CORP 1, INC. BY CITICORP HOMEOWNERS INC. WE FIND NO ASSIGNMENT FROM MERCANTIL TRUST COMPANY TO CITICORP HOMEOWNERS INC.

paragraphs, clauses and provisions of this Mortgage.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage executed by Borrower and recorded with it.

*Howard E. Wolin* HOWARD E. WOLIN (Seal)
*Linda A. Wolin* LINDA A. WOLIN (Seal)
\_\_\_\_ (Seal)
\_\_\_\_ (Seal)

State of Illinois

Cook County ss:

I, Ellen Swenson, a Notary Public in and for said county and state, do hereby certify that Howard E. Wolin and Linda A. Wolin, His Wife, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal this 10 day of December, 1985

My Commission Expires:

November 29, 1989

*Ellen Swenson*
Notary Public

This instrument was prepared by:
ELLEN L. SWENSON
410 N. MICHIGAN AVENUE
CHICAGO, IL 60611

AFTER RECORDING
MAIL THIS INSTRUMENT TO
BOULEVARD BANK NATIONAL ASSOCIATION
ATTN: Financial Services
410 North Michigan Avenue
Chicago, IL 60611

This rider is hereby attached to and made part of this document.

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CHICAGO, IL 60611  
410 North Michigan Avenue  
ATTN: Financial Services  
BOULEVARD BANK NATIONAL ASSOCIATION  
MAIL THIS INSTRUMENT TO  
AFTER RECORDING

CHICAGO, IL 60611  
410 N. MICHIGAN AVENUE  
RILEN L. SWENSON  
This instrument was prepared by:

November 29, 1989  
My Commission Expires:

Notary Public  
*[Signature]*  
Given under my hand and official seal this 10 day of December, 19 85

purposes herein set forth.  
delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and  
instrument, appeared before me this day in person, and acknowledged that they signed and  
, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing  
state, do hereby certify that Howard R. Wolin and Linda A. Wolin, his wife  
I, Rilen Swenson, a Notary Public in and for said county and

State of Illinois  
Cook County ss:

(Seal)  
(Seal)  
LINDA A. WOLIN (Seal)  
HOWARD R. WOLIN (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this  
Mortgage executed by Borrower and recorded with it.

The loan secured by this mortgage is made pursuant to, and shall be construed and governed by, the  
laws of the United States and the rules and regulations promulgated thereunder, including the federal  
laws, rules and regulations for national banking associations, and to the extent state law applies, the  
laws of the State of Illinois shall apply. If any paragraph, clause or provision of this mortgage or the  
Note or any other notes or obligations secured by this mortgage is construed or interpreted by a court of  
competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those  
paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining  
paragraphs, clauses and provisions of this mortgage or the Note or other notes or obligations secured by  
this mortgage.  
All obligations of the borrower, and all rights, powers and remedies of the lender and the holder  
of the Note, expressed herein shall be in addition to, and not in limitation of those provided in the  
Note or by law.  
Notwithstanding the nonexistence of any indebtedness outstanding at the time of any loan or advance  
made under the terms of said agreement, the lien of this mortgage will remain.  
The term "borrower" as used herein shall mean all persons signing this mortgage and each of them,  
and this mortgage shall be jointly and severally binding upon such persons and their respective heirs,  
executors, administrators, successors and assigns.  
The obligations of the borrower, and all rights, powers and remedies of the lender and the holder  
of the Note, expressed herein shall be in addition to, and not in limitation of those provided in the  
Note or by law.

amount of \$ 137,600.00 and recorded (Registered) as Document No. \_\_\_\_\_ with  
the Cook County, Illinois Recorder of Deeds (Registrar of Titles). \_\_\_\_\_

The Borrower further agrees that, in the event of a breach of any of the aforesaid covenants or  
agreements, of any covenants or agreements contained in the Agreement and Note in the indebtedness  
secured hereby shall, at the option of the [legal] holder of the Note without demand or notice of any kind,  
shall be so much additional indebtedness secured hereby.  
The Borrower further agrees that, in the event of a breach of any of the aforesaid covenants or  
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