<i>;</i>	3002631
Return after recording to: Continental Illinoi Na ional Continental Context	C Ath instructions was pre-pared by: 135999739
n-te and True Company	231 S. LaSalle Name
251 South Ly Salle Chicago, Illinois 60693	Chicago, Ill. Address
or Recorders' Box: 169	87143932
Attention: A. Leatherberry	
	MORTGAGE
THIS MORTGAGE is made this 19 _ 86 _, between Trying Cherner and Rut	20th dayol October

Mortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South LaSalie Street, Chicago, Illinois 60897, as Mortgagoe. As used in this document the word "center" refers to Continental Illinois National Bank and Trust Company of Chicago and its successors and assigns.

Inhibited Being Secured. You are signing this Mortgage to secure to Lender (i) repayment of amounts outstanding under a certain variable rate Equity Line Agreement" dated the same date as this Mortgage in the amount of \$ \frac{1}{2},000,00\$.

("Credit Limit") or so much thereof as may be outstanding from time to time under the Agreement plus accrued interest (Finance Charges), fees, charges and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finance Charges) and providing for all suggs owing to Lender hereunder and under the Agreement in ot paid earlier either voluntarity or required to be paid on (Maturity Date") and all renewals, extensions or modifications of the Agreement, (ii) any amounts advanced to protect the socurify of this Mortgage, (iii) the performance of the parties signing the Agreement, and (iv) your performance of coverants and agreement scontained in the Mortgage. The Agreement sets forth terms under which the rate each day depending upon the daily balance in the Account. The Annual Percentage Rate changes. The Prime Rate shall be applicable) of the Prime Rate shall be applicable) of

1000 PX

The property has an address of 3234 Senders, Northbrook, 1111nots 60062

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Interests described below relating to this real states for you be assented pates if this Morgage is on a leasenoid) is referred to in this Morgage as the Property with all interests described below relating to this real state is you have the real state of the Property (in all rights that you have in any allow or address of the Property (in all rights that you have in any allow or address of the Property (in all rights that you have in any allow or address of the Property (in all rights that you have in any allow or address of the Property (in all rights that you have in any allow or address of the Property (in all rights that you have in any allow or address of the Property (in all rights that you have in any allow or address of the Property (in all rights that you have in any allow of the Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the right to mortigate Property (in all rights that you have the ri

condemnation or other taking of the Property, or part inered, or for conveyance in neu or condemnator, are inered as adjusted to collect the proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property of the Sums secured by this Mortgage.

10. Continuation of our Obligation; Forbearance by Lender Not a Walver; Remedies Cumulative, Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to you or any of your successors in interest shall not operate to release, in any manner, your liability. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by you or your successors in interest. Any forbearance by Lender in exercising any right or remedy between the secretics of any such right or remedy. Any acts performed by Londer to protect the security of the indebted and the sum secured by this Mortgage. All remedies provided in this Mortgage, as authorized by Paragraph 7 hereol, including but not limited to the procurement of insurance, the payment of tenders and the more of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. All remedies provided in this Mortgage, as shall not be a waiter of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. All remedies provided in this Mortgage and several Labellity; Co-signers. Subject to the provisions of Paragraph 16 hereof, the overal read to your shall increase the maturity of the indebtedness secured by this Mortgage. All remedies provided in the contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and you. All coverants and agreements and any other right and the several Labellation of the successor and assigns of Lender and any other of your shall be deveral. The su

UNOFFICIAL COPY

14. Your Copy. You shall be furnished a conformed copy of the Agreement and of this Mortgager all the time of execution or attime recordation hereof.

15. Your Copy. You shall be furnished a conformed copy of the Agreement and of this Mortgager all the time of execution or attime recordation hereof.

16. The Agreement of the Copy of the Cop IN WITNESS WHEREOF, Mortgagor has executed this Murigage Mortgagor Mortgago STATE OF ILLINOIS COUNTY OF __Cook Margaret Whitehead a Notary Public in and for said county and state, do hereby certify Irving Cherner and Ruth Cherner, his wife personally known to me to be the same person(s) whose name(s) subscribed to the ¢n∂. foregoing instrument, appeared before the this day in person, and acknowledged that signed and delivered the said instrument free and voluntary act, for the uses and perposes therein set forth 19 86 Given under my nand and official seal, this .. My Commission Expires March 15, 1007 STATE OF ILLINOIS COUNTY OF , a Notary Pr bile in and for said county and state, do hereby certify personally known to me to be the same person(s) whose name(s) foregoing instrument, appeared before me this day in person, and acknowledged that free and voluntary act, to the uses and purposes therein set forth. . 19 ... Given under my hand and official seal, this My Commission expires: **BOX 169** соок солида Бесовряв させんたかて-001219 DEBL-07 NECDSDIME ≓ E MENCY ORDER:

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CONDOMINION RIDER

	CONDOMINIUM RIDER is made this
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(Property Address) Morigage is located at 3254 Sanders Road, Unit A. Northbrook, II., 60062 (hereinatter "Lender") (which Agreement is more fully described in the Mortgage). The Property described in the Agreement to Continental Illinois National Bank and Trust Company of Chicago, a national banking association is attached, dated of even date herewith, given by the undersigned (hereinafter "Mortgagor") to secure that certain and is incorporated into and made a part of that certain Mortgage ("Mortgage") to which this Condominium Rider **SIAT** OCLOBER

broject known as 🗇 The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as

ments made in the Mortgage, Mortgagor and Lender further covenant and agree as follows: (Name of Condominium Project) (hereinafter "Condominium Project"). In addition to the covenants and agree-

provisions of the declaration, by-laws, code of regulations or other constituent documents of the Condominium tion or other governing body of the Condominium Project (hereinatter "Owners' Association"), pursuant to the 1. Assessments. Mortgagor shall promply pay, when due, all assessments imposed by the Owners' Associa-

may require, then: coverage," and suc 1 off er hazards as Lender may require, and in such amounts and for such periods as Lender Condominium Polych which provides insurance coverage against fite, hazards included within the term "extended 2. Hazaro insurance. So long as the Owners' Association maintains a "master" or "blanket" policy on the

deemed satisfied; and (a) Mortgagor's obligation under Paragraph 5 to maintain hazard insurance coverage on the Property is

coverage previously maintained by the Owners' Association. of the Mortgage shall control. Mortgagor shall give Lender prompt notice of any lapse in such hazard insurance the immediately preceding sentence shall be deemed to have no force or effect, and the provisions of Paragraph 5 provisions of Paragraph 5. For any period of tir. in during which such hazard insurance coverage is not maintained, nium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the any provisions of the declaration, by-lay s, code of regulations or other constituent documents of the Condomi-(d) the provision in Paragraph 5 regarding application of hazard insurance proceeds shall be superseded by

paid to Mortgagor. assigned and shall be paid to Lender for application to the sun. e. secured by the Mortgage, with the excess, if any, Property, whether to the unit or to common elements, any such proceeds payable to Mortgagor are hereby In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the

3. Lender's Prior Consent. Mortgagor shall not, except after notice to Lender and with Lender's prior written

consent, partition or subdivide the Property or consent to:

condemnation or eminent domain; provided by law in the case of substantial destruction by fire or other casually of in the case of a taking by (a) the abandonment or termination of the Condominium Project, except to abandonment or termination

which would change the percentage interests of the unit owners in the Condominium Project or or equivalent constituent documents of the Condominium Project, including, but not limited to, any amendment (b) any material amendment to the declaration, by-laws or code of regulations of the Owners' Association,

(c) the effectuation of any decision by the Owners Association to terminate professional rianagement and

assume self-management of the Condominium Project.

under the Mortgage, including, but not limited to, those provided under Paragraph 17. to the coverant to pay condominium assessments when due, then Lender may invoke any remedies provided 4. Remedies, If Mortgagor breaches Mortgagor's covenants and agreements hereunder, including but limited

IN WITNESS WHEREOF, Mortgagor has executed this Condominium Rider.

JNOFFICIAL COPY Mortgagor

Mortgagor

Morrgagor

Project.

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