

BY: Lois V. Gallagher, V.P.

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200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS 60601

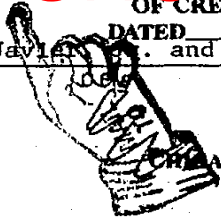
RIDER TO HOME EQUITY LINE OF CREDIT MORTGAGE (THE "MORTGAGE")

DATED May 9, 19 89, EXECUTED

BY Aquilino B. Javier, Jr. and Merlyn C. Javier, his wife ("MORTGAGOR")

AND IN FAVOR OF ASSOCIATED BANK 200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

89221074



This Rider is entered into this 9th day of May, 19 89 by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered a part of the Mortgage.

WHEREAS, Mortgagor has previously granted to Chicago Bank of Commerce ("Prior Mortgagee") a Mortgage dated November 8, 19 76 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23702239 ("Prior Mortgage") upon certain premises in Cook County, Illinois, described as follows:

Lot 70 in J. E. Merrions Country Club Hills Unit No. 8 a Subdivision of part of the North 1/2 of the North West 1/4 and part of the South West 1/4 of said North West 1/4 of Section 34, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 28-34-115-014

and commonly known as 17030 Hawthorne Drive Country Club Hills, IL 60477

WHEREAS, the Prior Mortgage was given to secure a promissory note in the principal amount of Twenty Eight Thousand Eight Hundred Sixty Five and 84/100 (\$ 28,865.84) Dollars plus interest and future advances as therein provided; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is Twenty Seven Thousand Thirty One and 88/100 (\$ 27,031.88) Dollars; and

WHEREAS, the Note and the right to make future advances thereon secured by the Prior Mortgage are solely owned and held by the Prior Mortgagee and not as agent or trustee for any other person or corporation; and

WHEREAS, Associated Bank has agreed to extend to Mortgagor a Home Equity Line of Credit in the amount of Twenty Five Thousand & 00/100 (\$ 25,000.00) Dollars, upon the security of the Mortgage against the premises

described above which is junior to the Prior Mortgage; and

WHEREAS, Mortgagor agrees that as a condition to the extension of the afor said Home Equity Line of Credit, Mortgagor shall not request or obtain any future advances from the Prior Mortgagee pursuant to the Prior Mortgage.

NOW THEREFORE, in consideration of the premises and to induce the Associated Bank to extend and make a Home Equity Line of Credit available as aforesaid to Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

- (a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or other extensions of credit or entering into any other loan agreements or executing any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be entitled to priority over the Mortgage.
(b) That Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.
(c) That in the event that Mortgagor breaches the terms, conditions and provisions herein set forth, Mortgagee shall have the right to accelerate and immediately declare due and payable any and all credit extended to Mortgagor evidenced and secured by the Mortgage, and to take such steps as Mortgagee deems proper and appropriate and as may be granted to it under the Mortgage and any loan documentation executed in connection therewith as if a cause for default thereunder had occurred except that further advances of funds made by Prior Mortgagee in order to protect its security interest in the above described premises pursuant to and as authorized by the terms of the Prior Mortgage shall not constitute a breach hereof.
(d) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and neuter and vice versa.
(e) This Rider shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.
(f) This Rider shall be governed and construed by and in accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagee, which writing bears a date contemporaneous with or subsequent to this Rider and specifically states that it does so modify, amend, alter or rescind, in whole or in part, this Rider.

WITNESS the hand S and seal S of Mortgagor the day and year set forth above.

X Aquilino B. Javier, Jr. DEPT-01 \$12.00
X Merlyn C. Javier #9961 # A 39-221074
Merlyn C. Javier COOK COUNTY RECORDER

As Trustee Under A Trust Agreement

Dated _____, 19____

and known as Trust No. _____

AND NOT PERSONALLY

By: _____

By: _____

STATE OF ILLINOIS

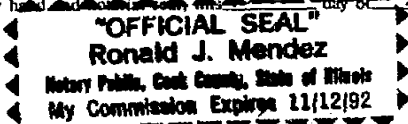
COUNTY OF COOK

SS

I, RONALD J. MENDEZ, a Notary Public in and for said county and state, do

hereby certify that Aquilino B. Javier, Jr. and Merlyn C. Javier personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and seal this 9th day of MAY 19 89



My Commission Expires:

ASSOCIATED BANK 200 E. RANDOLPH CHICAGO, IL 60601 BOX 236

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STATE OF ILLINOIS

COUNTY OF _____

} SS

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____
of _____, and _____
_____ of said corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such _____ and _____
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free
and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ did also
then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said
corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 19_____.

Notary Public

My Commission Expires: _____

89221074

Property of Cook County Clerk's Office

SEARCHED _____
SERIALIZED _____
INDEXED _____
FILED _____
MAY 19 1999
CHICAGO, ILL.