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Gary-Wheaton Bank



FIRST CHICAGO

This Document Prepared By

Gary Wheaton Bank  
120 E. Wesley  
Wheaton, IL 60187  
Janet Peplow

EQUITY CREDIT LINE MORTGAGE



THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 10 1990. The mortgagor is Gregg T. Kobeski and Susan J. Kobeski, His Wife ("Borrower").

This Security Instrument is given to Gary Wheaton Bank N.A., which is a Corporation organized and existing under the laws of United States of America whose address is 120 E. Wesley, Wheaton, Illinois 60187 ("Lender"). Borrower owes Lender the maximum principal sum of THIRTY THOUSAND AND NO/100

Dollars (U.S. \$ 30,000.00) or the aggregate unpaid amount of all loans and any disbursements made by Lender pursuant to that certain Equity Credit Line Agreement or even date herewith executed by Borrower ("Agreement"), whichever is less. The Agreement is hereby incorporated in this Security Instrument by reference. This debt is evidenced by the Agreement which Agreement provides for monthly interest payments, with the full amt. If not paid earlier, due and payable five years from the Issue Date (as defined in the Agreement). The Lender will provide the Borrower with a final payment notice at least 90 days before the final payment must be made. The Agreement provides that loans may be made from time to time during the Draw Period (as defined in the Agreement). The Draw Period may be extended by Lender in its sole discretion, but in no event later than 20 years from the date hereof. All future loans will have the same lien priority as the original loan. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Agreement, including all principal, interest, and other charges as provided for in the Agreement, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 of this Security Instrument to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement and all renewals, extensions and modifications thereof, all of the foregoing not to exceed twice the maximum principal sum stated above. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

Cook County, Illinois:

Lot 49 in Inverness Hills, being a subdivision of part of the West 1/4 of the Southeast 1/4 of Section 7, Township 42 North, Range 10, East of the Third Principal Meridian and of the North West 1/4 of the North East 1/4 of Section 18, Township 42 North, Range 10, East of the Third Principal Meridian, in the Village of Inverness, in Cook County, Illinois.

DEPT-01 RECORDING \$15.25  
12-444 TRAN 1510 09/13/90 10:52:00  
#0091 D \*-90-446770  
COOK COUNTY RECORDER

EQUITY TITLE COMPANY  
100 NORTH LA SALLE STREET  
SUITE 2105  
CHICAGO, ILLINOIS 60602

-90-446770

Permanent Index No. 02-07-405-001

which has the address of 1640 Galloway Dr., Barrington Illinois 60010 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, claims or demands with respect to insurance, any and all awards made for the taking by eminent domain, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and

1525





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**10. Successor**  
Instrument shall bind more than one party as Security Instrument by Borrower's interest in the Security Instrument; and with regard to the term

**11. Loan Charge**  
is finally interpreted as limits, then: (a) any such already collected from reducing the principal be treated as a partial

**12. Notices.** All mail unless applicable Borrower designates another address Lender given to Borrower or t

**13. Governing**  
any provision or clause provisions of this Security this Security Instrument

**14. Assignment**  
Agreement to any person shall thereupon succeed further obligations or

**15. Transfer or**  
is sold or transferred (a) written consent, Lender option shall not be ex

If Lender exercis days from the date the fails to pay these sum Agreement without fu

**16. Borrower**  
Security Instrument d Borrower: (a) pays L occurred; (b) cures an including, but not limit Security Instrument, L time unchanged; and Instrument, and the ob shall not apply in the

**17. Prior Mort**

**18. Accelerate**  
misrepresentation in Borrower's failure to or any right Lender h notice shall specify: (a) to Borrower, by which in acceleration of the further inform Borrower default or any other d notice, Lender at its o and may foreclose th proceedings pursuing th title evidence.

**19. Lender in**  
expiration of any perio to enter upon, take pc collected by Lender o including, but not limit this Security Instrume the taking of actual po der, no liability shall b

**20. Release. U**

**21. Waiver of I**

**22. No Offsets**