

50-446770

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**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 debt, 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  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 7, Township 42 North, Range 10, East of the Third Principal Meridian and of the North West  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of Section 18, Township 42 North, Range 10, East of the Third Principal Meridian, in the Village of Inverness, in Cook County, Illinois.

EC 109647  
DEPT-01 RECORDING \$15.25  
T-4444 TRAN 1510 09/13/90 10:52:00  
F0091 D #90-446770  
COOK COUNTY RECORDER

**EQUITY TITLE COMPANY**  
100 NORTH LASALLE STREET  
SUITE 2105  
CHICAGO, ILLINOIS 60602

-90-446770

1525

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

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**At the time for payment of Borrower's shall not operate to release  
in its discretion or modification of amortiza-  
tion by reason of some proceeding againts  
itself not otherwise than by this Security  
agreement or otherwise than by the  
order of a court of competent jurisdiction  
or by agreement of the parties.**

of destination, damage, substationality change the Pro-  
in a leasehold, Borrower shall comply with the pro-  
tection of lessee not merge unless Lender agrees to the  
the covenants and agreements contained in this  
ought to pay for whatever is necessary to protect the  
aviling any sums secured by a lien which has priority  
containing on the Property to make repairs. Although  
debt of Borrower secured by this Security interest  
over real estate from the date of disbursement ac-  
casion of the Property. Lender shall give Borrower  
action in connection with any condemnation  
are hereby set forth and shall be paid to Lender  
the security provided under this Security Interest or  
for the proceeds multipled by the following fraction:  
the fair market value of the Property immediately  
at the conclusion of the lease made to Lender to award  
notches to Lender to make an award of set-  
the amount of the award to the lessee. Lender is authorized to collect and  
the amount so received by Lender. Lender is entitled to collect and  
notices to Lender to make an award of set-  
the amount of the award to the lessee.

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0 7 / 7 4 4 6 6

REC FORM 147437

Property of Cook County Clerks Office  
9041996

My Commencement expires:

8/21/92

Notary Public

*John J. Klobeski*

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
Signed and delivered the said instrument as \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
free and voluntary act, for the uses and purposes herein set forth  
in person, and acknowledged that \_\_\_\_\_  
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this  
do hereby certify that \_\_\_\_\_  
Gregg T. Klobeski and Susan J. Klobeski *It's life*  
do hereby certify that \_\_\_\_\_  
Gregg T. Klobeski and Susan J. Klobeski *It's life*  
do hereby certify that \_\_\_\_\_  
Gregg T. Klobeski and Susan J. Klobeski *It's life*  
do hereby certify that \_\_\_\_\_  
Gregg T. Klobeski and Susan J. Klobeski *It's life*

STATE OF ILLINOIS, DuPage County, \_\_\_\_\_ County, \_\_\_\_\_

Borrower

Borrower

Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any  
order(s) executed by Borrower and recorded with it.  
Instrument, the coverings and agreements of each such order shall be incorporated into and shall amend and supplement the coverings  
and agreements of this Security Instrument as if the order(s) were a part of this Security Instrument.  
23. Rides to this Security Instrument, or more orders, are executed by Borrower and recorded together with this Security  
Instrument, the coverings and agreements of each such order shall be incorporated into and shall amend and supplement the coverings  
and agreements of this Security Instrument as if the order(s) were a part of this Security Instrument.

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10. Successor  
Instrument shall bind  
more than one party as  
Security Instrument by  
Borrower's interest in the  
Security Instruments  
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  
other addressee Lender  
given to Borrower or to

13. Governing  
any provision or clause  
violations of this Security  
this Security Instrument

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

15. Transfer of  
is sold or transferred to  
written consent, Lender  
option shall not be ex-

If Lender exercises  
days from the date the  
fails to pay these sums  
Agreement without fur-

16. Borrower's  
Security Instrument due  
Borrower: (a) pays Lender  
occurred; (b) cures any  
including, but not limit  
Security Instrument, Lender  
tinue unchanged; and  
Instrument and the ob-  
shall not apply in the

17. Taylor Mortg

18. Acceleration  
interpretation to  
Borrower's failure to  
or any right Lender has  
actions shall specify: (a)  
to Borrower, by which  
in acceleration of the  
further inform Borrower  
default or any other de-  
notice, Lender at its o-  
and may foreclose the  
ceedings, pursuing the  
title evidence.

19. Lender in  
expiration of any period  
to enter upon, take pos-  
collected by Lender or  
including, but not limit  
this Security Instrument  
the taking of actual pos-  
sider, no liability shall b

20. Release. U

21. Waiver of

22. No Offset  
Borrower, Lender, and