JNO FIER CURA MORTAGE OF ant Dropping at Michael Comngthe specification ASSOCIATED BANK Teri Brummerstedt

90198255

200 East Randolph Drive, Chicago, Illinois 60601 HOME EQUITY LINE OF CREDIT MORTGAGE Variable Rate - WSJ Prime

Last and All March 1995 ENTOAGO, ILLINOIS 60003

THIS MORTGAGE, dated April 26 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	19. 90 N between (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	X
Husband and Wife		
Address on the Comment of Part of the control of th		

WITNESSETH

s	Mortgagor has executed a 10,000.00	• •	edit Note dated the same of the Note of the same of th		· ·	• •	•	•
on	June l	19 90	and continuing on the s	ame day of each mont	fi there is an unpaid	principal balance on the	Note thereafter, and ti	he entire unpaid
balance	of principal and interest:	shall be due and payable	on May 1		95 Interes	t on the Note shall be cal	lculated on the daily i	inpaid principal
halance	of the Note on a 365 day	year basis at the per an	mum rate equal to O	one (l.	00 %) percent per	annum in excess of the	Variable Rate Index (defined below).
interest	after Default (defined belo	iw), or maturity of the No	ite, whether by acceleration	on or otherwise, shall b	se calculated at the po	er annum rate equal to	1146	3.00 %)
percent the Mo-	per annum in excess of the tgagee may charge and co- or has the right to preven	he Variable Rate Index. I Meet a late charge of fix	In the event any requiried re percent (5%) of the mi	t monthly payment is inimum monthly payn	not received by the sent, with a minimum	Mortgagee within 10 days in late charge of \$5.00 ar	s from the date such p	payment is due.
	The Note evidences a "re	vot ang credit" as define	rd in Illinois Revised Stat	utes Chapter 17, Parag	raph 6405. The tien	of this Mortgage secures	payment of any existi	ing indebtedness
and fut	ure advances made pursua any advance made at the	ar, to the Note, to the st	ime extent as it such fun. Executed and without rea	ire advances were mad	there is any indebte	does outstanding at the	ige, without regard to time any advance is	i whether (it not in ic e.
	To secure payment of the	indomed as a evidenced	by the Note and the Lia	bilities (defined below	v), including any an	d all renewals and extens	ions of the Note, Mo	rigagor does by
these p	resents CONVEY, WARI	RANT / 10 / JORTGAGE	i unto Mortgagee, all of	Mortgagor's estate, r	ight, title and intere	est in the real estate situ	ated. Iying and being	in the County

LOTS 37 AND 38 IN BLOCK 3 IN ALDINE ADDITION TO PARK RIDGE BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (E) CEPTING AND RESERVING OUT OF SAID PREMISES A LOT 90 FEET BY 300 FEET 11 SOUTHEAST CORNER OF SAID 20 ACRES) OF SECTION 27, TOWNSHIP 41 NORTH, LANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The above-described real estate is referred to begin as the "Premises", tok_lar, so thall improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, numerals, casements located in, on, over or under the Premises, and all types and kinds of fixtures, without himitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and between windows shades, storm doors and windows, floor coverings, awnings, stores and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or i i the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interests in household goods we excluded from the security interest granted herein. The Permanent Index Number of the Premises 15.

The common address of the Premises is

09-27-426-027
The common address of the Premiss is 107 N. Seminary, Park Ridge, IL 60068

, and State of Illin a cegally described as follows

90198255

of Cook

Notwithstanding any other provisions of this Morigage, no sale, lease, mortgage, trust deed, g and 5 Mortgager of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ow see no of any beneficial interest or power of direction in a land trift which holds title to the Premises, honouses, rights and benefits due, payable or accurang, and all deposits of money as advance rent or a ceutify, under any and all present and lature leases of the Premises, revenues, nyalites, honouses, rights and benefits due, payable or accurang, and all deposits of money as advance rent or a ceutify, under any and all present and lature leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, set for and recover the same when due or payable. Mortgager in this hard to the premises are presonal coverant applicable to Mortgager only, and not as a limitation or condition hereof and not available to anyone other than Mortgage, that until a Default shall occur or an event shall occur, which under the terms better of shall give to Mortgagege the right to foreclose this Mortgage, dortgagor may collect, receive, dark and present and fallows. The Mortgager of the Premises and agrees as follows.

I. Mortgagor shall (at promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premise which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage and any prior mortgages or trust deers, previously approved by Mortgagee in writing, free from any encumbrances, security interests, lens, mechanics liens or claims for hen. (c) pay when due any prior more dark previously approved by Mortgagee in writing, free from any encumbrances, security interests, lens, mechanics liens or claims for hen. (c) pay when due any protein proved by Mortgagee or writing, free from any encumbrances, security and

and paralegals' lees, to the reduction of the indebtedness secured hereby and Mortgage is bereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquitances and to appeal from any such award.

5. No remedy or right of Mortgage hereunder shall be exclusive. Each right or remedy of Mortgage with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgage.

6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgages. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or reparting the buildings and improvements not into the Premises in amount which is acceptable to Mortgagee. All policies shall be insurance policy shall be passible, in contain a lender's loss payable clause or endossement, in form and substance satisfactory to Mortgagee. All del

part of Mortgagor

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, hens, security interests or encumbrances, Mortgagee may do so according

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, hens, security interests or encumbrances, Mortgagee may do so according

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8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, hens, security interests or encumbrances. Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such binds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the field including according to any bill, statement or estimate or into the validity of the field participation of the field participation of the field participation of the field participation of the premises and participation of Mortgage, the Note and/or any other Liabilities shall become immediately due and payable and Mortgage's rights in the remises and other costs incurred in connection with the disposition of the Premise. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagor to completely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default within ten (80) days after the Mortgagee musten notice to the Mortgage of the mortgage of the complete cure of the Cause for Default has occurred and is existing. Default under the Note, including but not limited to the failure of Mortgagor to pay the Note or Liabilities in accordance with their terms.

10. "Liabilities" means any and all libilities obt as form in indeed easts of storing or it any other mixer of the Note to 10 to 10

change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the rote wreture from any pass to yours promper section and will notify Mortgagor of the Index selected.

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgages shall have the right to birechose the hen of this Mortgage In any suit to forechose the lien of this Mortgage. Here shall be allowed and included as additional indebtedness in the judgment of birechosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgage for automotives and parallegals lees, appraisars leed to the properties the expenditures and expenses which may be paid or incurred by or on behalf of Mortgage for automotives and examinations, title insurance policies. Tortens certificates, tax and hen searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the forelowing each into the indeption genes. Which may be expended after entry of the forelowing behalf and shall be immediately due and payable with interest thereon at a rate oparalent in be past maturity indepts rate set fortiff in the Note This paragraph shall also apply to any expenditures on expenses incurred or paid by Mortgage or on behalf of Mortgage in connection with rat any proceedings, including without himitation, problet and bankrupics proceedings, to which Mortgage shall be more as plantific, the current of any suit to collect upon or enforce the provisions of the Notegage after accental of the right to forechose whether or not actually commenced or treatment of any suit to collect upon or enforce the provisions of the Notegage after accental of the right to forechose whether or not actually commenced or treatment of any suit to refer she provisions of the Notegage and the collect of any thereatmend suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced or treatment of any u

15. No action for the enforcement Constant or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note

16. Mortgage shall have the right to insper one-Premises at all reasonable times and access thereto shall be permitted for that purpose.

17. If the Mortgage and otherwise, to release the lier of this Mortgage, then Mortgage agrees to release the hen of this Mortgage. Mortgagor shall pay all expenses, including recording fees and otherwise, to release the lier of this Mortgage.

18. This Mortgage and all provisions hereof, shall expenses or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whence or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgage is all be jointly and executly obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. "It was of "Mortgage" includes the successors and assigns of Mortgage.

19. In the event the Mortgagor is a land trustee, then this Viortgage's executed by the undersigned, not personally, but as trustee in the execuse of the power and authority conterred upon and vested in it as the trustee, and insofar as the trustee is concer act. It is payable only out of the trust exist which in part is securing the paymen heriod, and through enforcement of the provisions of the Note and any other collateral or guaranty from in the to one securing payment heriof, no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue of treater thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

20. This Mortgage has been made, executed and delivered to Mort

			•	-	ajon ga rivistice, tot the d	es and purposes increin i	et Kaul.
ere acknowledge th	et	·	as custodian of the	r corporate seal of a	said corporation affixed th	e and corporate seal of said	-
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))	22						
	••	•••••		*****	Notary Public	10	_
August	24, 1990)		(eld	Menne O	Jules	
d official seal, this	30th _{day}	of	April	19 90		/ ^	
agned and delivere	d the said instrui	nent as th	eir free	and voluntary sct,	• •		arow roughts
						40	
Adrienn	e Singe: Craig Smi	th and M	ary T. Nico	lau, husb	and and wife	in and for said county an	d state, do
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			Ma C	and smith	11-11	2	
	Marc Lame person(s) whos Lame person(s) whos Lame person(s) whose Lame person(s) who	Adrienne Singer Marc Craig Smi same person(s) whose name(s) signed and delivered the said instrumed official seal, this. 30 thday August 24, 1990 SS Months Indiana in the same persons which is the free and voluntary act of said there and voluntary act of said there acknowledge that Own free and voluntary	Adrienne Singer Marc Craig Smith and M same person(s) whose name(s) are signed and delivered the said instrument as the did official seal, this 30thday of August 24, 1990 SS ADRIE NOTARY PUB My Commission My Commission Tespectively, appeared before as the free and voluntary act of said corporation, a sere acknowledge that own free and voluntary act, and as the	As Trustee Undo Dated	Dated	As Trustee Unde. A Trust Agreement Dated and known as Trust No. AND NOT PERSONALLY By: 10	As Trustee Unde. * Trust Agreement Dated and known as Trust No. AND NOT PERSONALL By: 15.335 TRAN 5705 D5/01/90

ASSOCIATED BANK 200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

This Rider is entered into this 26th day of April	19 90 by Mortgagor and Mortgagee and is incorporated by reference into and shall
be considered a part of the Mortgage.	izon Federal Savings Bank
WHEREAS, Storgagor has previously greated to	Cook
("Prior Mortgagec") a Mortgage dated Occober 28 19 88 as Document No. 88 501 327 ("Prior Mortgage") upon certain prem	
LOTS 37 AND 38 IN BLOCK 3 IN AL	DINE ADDITION TO PARK RIDGE BEING A
SUBDIVISION OF THE EAST 20 ACRE	ES OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER (EXCEPTING AN	ND RESERVING OUT OF SAID PREMISES A LOT
90 FEET BY 300 FEET IN SOUTHERS	ST CORNER OF SAID 20 ACRES) OF SECTION E EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.	
PIN: 119-27-426-027	
Q _A	
and commonly known as 107 N. Seminary, Po	One Bundred Whirty Five Thousand
WHEREAS, the Prior Mortgage was give 1 secure a promissory note: Six Hundred(\$ 135,600.00 WHEREAS, the amount presently outstanding under the Note and Prior) Dollars plus interest and future advances as therein provided; and
and 00/100 (5 135,000.00) Dollars; and
	ed 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 Mortgue . Home	
) , 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 alo	re and Mome 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 A Mortgagor and also in consideration of one dollar in hand paid, the receipt and si	Associated Bank to extend and make a Home Equity Line of Credit available as aforesaid to difficulties of which is hereby acknowledged. Mortgagor hereby agrees as follows:
(a) That Mortgagor will refrain from obtaining any future advances from Prior Mo	ortgagee of 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	
 (b) That Mortgagee may notify Prior Mortgagee of this agreement and the record (c) Wherever the singular appears herein, it shall also include the plural, the magnetic plural in the plur	
(d) This Rider shall be binding upon and inure to the benefit of the respective h	eirs, legal represents lies, successors and assigns of the parties hereto
	of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or s a date contemporaneous with or subsequent to this Right and specifically states that it does
so modify, amend, after or rescind, in whole or in part, this Rider.	
WITNESS the hand S and seal S of Mortgagor the da	y and year sociarth as we.
	× / fancher h
	Marc Grid Smith / Micolan
	^
	Mary T. Nicolay
	As Trustee Under A Trust Agreement Dated
	and known as Trust No.
	AND NOT PERSONALLY
	By:
	IU
STATE OF ILLINOIS	By:
COUNTY OF COOK	
Adrienne Singer	Nicolau, husband and wife
hereby certify that Marc Craig Smith and Mary T.	Nicolau, husband and 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 the year signed and delivered the said instrume. Given under my hand and notarial seal, this 30th day of	on da and particular to the rotation of the second party and particular to the particular to the particular to the party and the particular to the pa
Server what my many men mental water the server way W	Dr.
	Claritane Grager
	NOMY PARK
My Commission Expires: August 24, 1990	OFFICIAL SEAL

OFFICIAL SEAL
ADRIENNE SINGER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Aug. 24, 1990

90138255

UNOFFICIAL COPY

1,	, a Nitary Public in and for said Coun	ty, in the Sta
oresaid, do hereby certify that	, and	
	of said corporation, personally known to me to be the same	persons who
mes are subscribed to the foregoing instrument as such	and	
spectively, appeared before me this day in person and acl	inowledged that they signed and delivered the said instrument as their own free and voluntary acts, is see and purposes therein set forth; and the said	ino as une ir didal
en and there acknowledge that	as custodian of the corporate seal of said corporation affixed the said corpora	de seal of si
reporation to said instrument as own free an	d voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purpotes the	nerein set for
Given under my hand and official seal, this	day of	
	Nidary Public	
	CLEARLY FUHL	
Commission Expires:	Company of the Compan	
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S Commission Expires:	(2)	
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