THIS INSTRUMENT WAS PREPARED BY ASSOCIATED BANK ASSOCIATED BANK BY: JAYNIE BOLT 200 E. RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 200 East Randolph Drive, Chicago, Illinois 60601

HOME EQUITY LINE OF CREDIT MORTGAGE Variable Rate - WSJ Prime

₁₉ _ 90

Mortgagor") and the Associated Bank, Chicago, Illinois ("Mortgagee")

FHIS MORTGAGE, dated

Plen American

WHINESSETH

Mortgagor has executed a Home Equity Line of Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the maximum principal amount of (As 150,000.00 (the "Line of Credit'). Monthly payments of the accrued interest on the Note or \$5000, whichever is greater, shall be due and payable beginning . છ 90 , and continuing on the same day of each month there is an unpaid principal halance on the Note thereafter, and the entire unpaid Mom AUGUST 1

, 19 95 Interest on the Note shall be calculated on the daily unpaid principal $\mathfrak J$ balance of principal and interest shall be due and payable on $\mathbb L, \mathfrak J U L Y, \mathfrak J$ (0.00 %) percent per annum in excess of the Variable Rate Index (defined below) balance of the Note on a 365 day year basis at the per annum rate equal to ZERO

Interest after Default (defined below), or maturity of the Note, whether by acceleration of otherwise, shall be calculated at the per annum rate equal to FIVE . 1 5 . 00 ... 41

bercent per annum in excess of the Variable Rate Index. In the event any required monthly payment is not received by the Mortgagee within 10 days from the date such payment is due, the Mortgagee may charge and coll. It a late charge of five percent (5%) of the rominum monthly payment, with a minimum fate charge of \$500 and a maximum fate charge of \$2500 Mortgagor has the right to prepayally or any part of the aggregate unpaid principal balance of the Note at any time, without penalty

The Note evidences a "recoly of credit" as defined in Illinois Respect Statutes Chapter 17. Paragraph 6405. The tien of this Mortgage secures payment of any existing indebicilities and incure advances made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made. To secure payment of the indebtage is evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note. Mortgagor does by these presents CONVEY, WARRANT of (3) IRIGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate sinuated, lying and being in the County

, and State of Illino's, legally described as follows

JUNE 27

LOT 2 IN TIERLE' SUBDIVISION BEING A RESUBDIVISION OF LOT 6 IN PENNY AND MEACHAM; S SUBDIVISION OF BLOCK 8 (EXCEPT THE NORTH 20.56 ACRES) OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERCHAN IN COOK COUNTY, ILLINOIS.

90357385

The above described real estate is referred to herein as the "Premises", together with all improvements, natidings, tenements, hereditaments, apportenances, gas, in) immerals, casements hocated in, on, over or under the Premises, and all types and kinds of fitures including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation twhether single units or centrally controlled and all screens, window shades, storid done and windows, floor coverings, awnings, stories and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in 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 are cite yield from the security interest granted herein. The Permanent Index Number of the Premises <u>. 09-26-403-016</u>

808 ELM STREET PARK RIDGE, ILLINOIS 60068

Notwithstanding any other provisions of this Mortgage, no safe lease, mortgage trust deed, er at b. Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to self-or transfer of the Premises, or any part thereof, or sale or transfer of own of go tany beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee. Mortgagor does hereby pledge and assign to Mortgagee, all leases, without the

title to the Premises, shall be made without the prior written consent of Mortgagee.

Mortgagor does hereby pledge and assign to Mortgagee all leases, written or verbal, rents issues and priots of the Premises, including without limitation, all rents issues, profits researces, risalities, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or by recurity, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or available. Mortgagee of this Mortgage agrees, as a personal coverant applicable to Mortgagor only, and not as a futuation in condition hereof and not available to anyone other than the tigagor, that until a Default shall occur or an event shall occur, which under the terms berief shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further: Mortgagor does hereby expressly waive and release all rights and benefits under and the virtue of the Arterior coloration and arters is believe.

Further. Mortgagor obeschereby expressly waive and release all rights and benefits under and by cittue of the its or tead Exemption Laws of the State of Himon Further. Mortgagor obeschapts and agrees as follows.

1. Mortgagor shall car promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Pir mose, which may become damaged or be destroyed, this keep Fremises in good condition and repair. Without waste, and, except for this Mortgage and any prior mortgages or trust deed accessively approved by Mortgage in writing, free from any encountry interests, hence, incelainings being or claims for heir, or pair when due any indebtedness which may be secured by a hen or charge on the Premises, security interests, hence, incelainings here or claims for heir, or pair when due any indebtedness which may be secured by a hen or charge or the Premises, security interests, hence in the premises with the state of the Premises, even or an any time in process of construction upon the Premises, even as required by law or immercipal ordinance, unless such alterations have been previously approved by Meagage in writing, (g) reliant from impairing or diminishing the salue of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water tax's or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagor defections for such taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagor defections for such taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagor defections for such taxes, assessment or charge becoming definement.

3. Upon the request of Mortgagor. Mortgagor shall deliver to Mortgagor and deliver of Mortgagor of Mortgagor of Mortgagor of Mortgagor. Mortgagor of Mortgagor of Mortgagor which assignments shall be in form and substance satisfactory to Mortgagor. Mortgagor shall not without Mortgagor's pinn with a consent, pressure, pertain or accept any prepayment discharge or compounts of any rem or release any tenant from any obligation, at any time white the indebtedness secured her by cenants inpand.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of emment domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagor, and such awards or any pair thereof may be applied by Mortgagee, after the payment of all of Mortgagor's expenses, including costs and attorness and to appeal from any such award. and to appeal from any such award

and parallegals lees to the reduction of the indebtedness secured nerves and Nortgagee is never; aumorized, on oriental and in the name of Stortgage, of excellental and addition to appeal from any such award.

No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right may be exercised at some or adjusted to be a waiver of any such Default, or acquires ence 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 is the Premises and all buildings and improvements now or hereafter situated on the Premises insured against levs or damage by the Premises and in buildings and improvements now or hereafter situated on the Premises insured against levs or damage by flood. If the Premises is less ated in a flood hazard one. Each insurance policy shall be for an amount softward against levs or damage by flood. If the Premises is less ated in a flood hazard one. Each insurance policy shall be for an amount softward in the cost of replacing or repairing the buildings and improvements on the Premises is all the principles and in a flood hazard one. Each insurance policy shall be for an amount softward in case of the premises in a amount softward against levs of the Premises and the principle and in overall less than the principle amount of the Note Mortgagee. Each insurance policy shall be found in a fender's loss pagnable clause or endowment, in form and substance satisfactory to Mortgagee. Each insurance policy shall be payable, in case of insurance about to expire. Mortgagee had allowed allowers all payable and the each policies, in Mortgagee in a second policies and Mortgagee in the propose hold in the control of the propose had deliver all policies to Mortgagee the food of the payable in the control of the insu

part of Mortgazor

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

8 It Mortgages makes any pariment authorized by this Mortgage relating to taxes assessments, charges, here security interests or encumbrances. Mortgages may do so according to any bill statement or estimate received from the appropriate party claiming such traids without inquity into the accuracy or each of security interest, for assessment, sale, forfesture, say here or claim thereof.

9. Upon Default, at the sole option of Mortgages, the Note and/or any other Liabilities shall become immediately due and payable and Mortgages shall expenses of Mortgages and other costa 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 Mortgage or to completely cure any Cause for Default and to deliver to the Mortgage witten notice of the Cause for Default within ten (10) days after the Mortgage may be used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagor to event the Morte and paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagor to event the Morte and contributes the source term. pay the Note or Liabilities in accordance with their terms.

10. "Liabilities" means any and all fia pilities, the trains and indebt dess of hioritage to duty ther made to the Note of this Mortgage, whether hereofore, ow ow not the reafter training or ow into the Note of this Mortgage, whether hereofore, ow ow not the reafter training or ow into the Note of the Not change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Mortgagee will select a comparable interest rate Index and will notify

of the Index selected.

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall have the right to foreclose the tien of this Mortgage. In any 12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgagee shall tuse the right to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paired or incurred by or on behalf of Mortgagee (or attorneys) and paralegals fees, appraisers fees, outlays for documentary and expert e-idence, stenographers' charges, publication core and costs of procuring all abstracts of title, titl: searches and examinations, title insurance policies. Totrons certificates, tax and fren searches, and similar data and assurances with respect to title as Mortgagee imay deem to be reasonably necessary either to prosecute the forciosure such of to evidence to bidders at any foreclosure such all of the foregoing items, which may be expended after entry of the foreclosure godgment, may be estimate by Mortgagee. All expenditures and expenses theutomed in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expert hitmes or expenses incurred or paid by Mortgagee in connection with ter any prosecoings, to which Mortgage shall be a party, either as plaining of otherdiant, by reason of this Mortgage or any indebtedness secured hereby, or objectively provided only to the foreclosure of this Mortgage after accrual of the right to foreclose whether it, not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced or (c) any preparation for the defense of any to the extends when whether it in any actually commenced.

mescement of any stat to collect upon or enforce the privisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced or (c) any preparation for the defense of any thetecatened son or proceeding which might affect the Premises or the security bereof, whether or not actually commenced or (c) any preparation for the defense of any torecolosus, sale shall be distributed and applied in the following order of proteins, first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the minimediately preceding paragraph, second, all other items which under the terms of his Mortgage constitution in the Note, with interest thereon as becam provided, third, all principal and interest remaining acposed on the Note, with interest not interest and then to principally, fourth, any surplus to Mortgager or Mortgager's heirs, legal representatives, successors or assigns, as their rights may appear.

14. Upon, or at any time after the filing of a complaint to toreclose this Mortgage, the court in which such sun is filed may appear a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or motivency of Mortgager at the time of application for the receiver and without regard to the solvency or motivency of Mortgager at the time of application for the receiver and without regard to the solvency or motivency of Mortgager at the time of application for the receiver and without regard to the solvency of motivency of Mortgager at the time of application for the receiver and without regard to the solvency or motivency of Mortgager at the time of application for the receiver and without regard to the solvency or motivency of Mortgager at the time of application for the receiver and without regard to the processor of the foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, if any whether

15. Mortgage shall have the tright to in peer the Premises at all reasonable times and access thereto shall be permitted for that purpose
17. If the Mortgager renders payment in full of will tabilities secured by this Mortgage, then Mortgage agrees to release the fien of this Mortgage. Mortgager shall pay all expenses, including recording fees and otherwise, to release the ineit of this Mortgage.

18. This Mortgage and all provisions hereof, shall is kiend to and be binding upon Mortgagor and all persons or parties (abilities secured by the understand) payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties hall have executed the Note or this Mortgage. Shall be jointly and severally obligated thereunder. The simplification the plural shall mean the singular shall be applicable to all genders. The wind "Mortgager" includes the successors and assigns of Mortgager.

19. In the event the Mortgager is a land trustee, then this Mortgage is executed by the understanded, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from it as to trustee. The surface and insofar as the undersigned, as trustee, because or in respect of this Mortgage or the making, issue of trustee thereof, all such personal liability of the trustee; if any, being expressly wasped in any manner.

20. This Mortgage has been made, executed and delivered to Mortgage (appear of the provisions and shall be construed in accordance with the laws of the Store of Simons. Wherever possible, each provision of this Mortgage are prohibited by or decirimed

WITNESS the hand S and seal S of Mortgag	gor the day and year and forgittaboye
	The last of the la
	x Muhina C //huhar
	RICHARD E. MICHAELS
	X
	KAREN B. MICHAELS
	As Trustee Unde A Trust Agreement
	Dated
	and known as Trust No.
	AND NOT PERSONALLY
	By:
	14
	Ву:
ATE OF ILLINOIS	lis
) SS	
DUNTY OF COOK	
Darlene A. Petschauer	
ety certify that RICHARD E. MICHAELS AND K	AREN B. MICHAELS, HIS WIFE
	AREN D. MICHAELO, MID WILL
m v	main to the substitution of the foregoing institutions, appeared desort the trits (b) v person, and action/sequences
m v	main to the supersocoul in the foregoing institutions, appeared desore the trits (b) () person, and action/sequences
m v	milita i is
The Y signed and delivered the said instrument Given under my hand and official seal, this 5th day of	THEIR free and voluntary act, for the uses and purposes herein set forth.
The Y signed and delivered the said instrument Given under my hand and official seal, this 5th day of	THEIR free and voluntary act, for the uses and purposes herein set forth.
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AND IN FAVOR OF ASSOCIATED BANK 200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

This Rider is entered into this 27TH day of JUNE	19. 90 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 HARRES T	RUST AND SAVINGS BANK
("Prior Mortgagee") a Mortgage dated OCTOBER 4 19 88 and as Document No. 88510596 ("Prior Mortgage") upon certain premi	I recorded in the Office of the Recorder of Deeds of COOK County, Illinois
LOT 2 IN TIERNEY SUBDIVISION BEING A MACHAM'S SUBDIVISION OF BLOCK 8 (EXCENSIVE SOUTH EAST 1/4 OF SECTION 26, TOWNSHITTHIRD PRINCIAL MERIDIAN, IN COOK COUNTY	RESUBDIVISION OF LOT 6 IN PENNY AND PT THE NORTH 20.56 ACRES) OF THE P 41 NORTH, RANGE 12, EAST OF THE
PIN#	09-26-403-016
and commonly known as 808 ELM STIEET PARK RIDGE,	ILLINOIS 60068 and
WHEREAS, the Prior Mortgage was given to secure a promissory note it	n the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO
100) Dollars plus interest and future advances as therein provided, així
<u></u>	
WHEREAS, the Note and the right to make future advances thereon secure or trustee for any other person or corporation, and	ed by the Prior Mortgage are solely owned and held by the Prior Mortgagee and not as agent
WHEREAS, Associated Bank has agreed to extend to Mortgagor a Forme	Equity Line of Credit in the amount of <u>ONE_HUNDED_F1FTY_THOUSAND_AND_L50_000_00</u>
described above which is junior to the Prior Mortgage, and	
WHEREAS, Mortgagor agrees that as a condition to the extension of the afo- trom the Prior Mortgagee pursuant to the Prior Mortgage	r said Home Equity Line of Credit, Morrgagor shall not request or obtain any future advances
	associated Bank to extend and make a Home Equity Line of Credit available as aforesaid to
(a) That Mortgagor will retrain from obtaining any future advances from Prior Mo	ortgagee 6, 27 ne extensions of credit or entering into any other loan agreements or executing
any other notes with Prior Mortgagee, directly or indirectly, which implit directly the Fhat Mortgagee may notity Prior Mortgagee of this agreement and the recon-	
(c) Wherever the singular appears herein, it shall also include the plural, the midd. This Rider shall be binding upon and inure to the benefit of the respective h	isculine, the termining and neuter and vice versa
ter This Rider shall be governed and construed by and in accordance with the law	of the State of Blinois a d may be modified, amended, altered, or rescinded, in whole or
in part, only by a writing signed by Mortgagor and Mortgagoe, which writing bears so modify, amend, alter or rescind, in whole or in part, this Rider	s a date contemporaneous will of subsequent to this Rider and specifically states that it does
·	and year set forth above from the set of the
	x/Lukow E. Muhae
	CHARD E. MICHAELS
	KAREN B. MICHAELS
	RAREN B. PITCHALLS
	As Trustee Under A Trust Agreement
	and known as Trust No
	AND NOT PERSONALLY
	B) (15) (15) (15) (15) (15) (15) (15) (15
STATE OF ILLINOIS	Ву
· ss	
COUNTY OFCOOK	
Darlene A. Petschauer hereby certify that RICHARD E. MICHAELS AND KAREN B.	MICHAELS, HIS WIFE
personally known to me to be the same person(s) whose name(s) ABE	subscribed to the foregoing instrument, appeared before me this day in person,
and acknowledged that T be Y signed and delivered the said instrum	sent as THE LR free and voluntary act, for the uses and purposes herein set forth ULY
Given under my hand and notarial seal, this (20th day of 1, 1, 3)	B. a. C.
	Market to the Public
	- regary is units
My Commission Expires May 5, 1992	"OFFICIAL SEAL"

DARLENE A. PETSCHAUER My Commission Expires May 5, 1992 Notary Public, State of Illinois UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF __

I	
aforesaid, do hereby certify that	
	. and of said corporation, personally known to me to be the same persons whose
	and and
respectively, appeared before me this day in person and acknowledged that they sign and voluntary act of said corporation, as Trustee, for the uses and purposes therein then and there acknowledge that	ned and delivered the said instrument as their own free and voluntary acts, and as the free in set forth; and the said
Given under my hand and official seal, this day of	e free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth-
	Normany, Phyblic:
My Commission Expires:	
My Commission Expires:	ПЕРТ—01 RECORDING Т#2222 TRAN 2926 07/25, 90 13.2 #1211 # * 70 35798 СООК СБИНТУ RECORDER
	T'S OFFICE

T#2222 TRAN 2926 07/25, 90 13.25.60 #1211 # *-90-357985