THIS INSTRUMENT WAS PREPARED BY TANO FILE LUNIDIA RICCE OPYS ASSOCIATED BANK BY: JAYNIE HOLT 200 EAST RANDOLPH DRIVE ASSOCIATED BANK CHICAGO, IL. 606Q1 200 East Randolph Drive, Chicago, Illinois 60601 HOME EQUITY LINE OF CREDIT MORTGAGE Variable Rate - WSJ Prime 19\_90 JULY 11 THIS MORTGAGE, dated AS JOINT TENANTS "Mortgagor") and the Associated Bank, Chicago, Illinois ("Mortgagee").

90390455

WITNESSETH:

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 \_\_ (the "Line of Credit"). Monthly payments of the accrued interest on the Note or \$50.00, whichever is greater, shall be due and payable beginning 250,000,00 ., 19. 90.... and continuing on the same day of each month there is an unpaid principal balance on the Note thereafter, and the entire unpaid on SEPTEMBER 1 balance of principal and interest shall be due and payable on AUGUST 1 , 19.95........ Interest on the Note shall be calculated on the daily unpaid principal balance of the Note on a 365-day year basis at the per annum rate equal to ZERO (\_0.00\_%) percent per annum in excess of the Variable Rate Index (defined below). Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to FIVE... (<u>5.00</u>\_%) percent 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 collect a late charge of five percent (5%) of the minimum monthly payment, with a minimum late charge of \$5.00 and a maximum late charge of \$25.00. Mortgager has the right to prepare the charge of the late charge of the Note at any time, without penalty.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the lie of the execution of this Mortgage, without regard to whether or not there is any advance made at the time his 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 indebteury 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 and MY PTGAGE unto Mortgages, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County

\_, and State of Illinois lively described as follows:

LOT 18 IN BLOCK 74 IN THE NORTHWESTERN UNIVERSITY SUBDIVISION OF THE NORTH 1/4 OF SECTION 19. TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CHICAGO AVENUE (EXCEPT 15 1/2 ACRES IN THE NORTH EAST CORNER THEREOF) IN COOK COUNTY, ILLINOIS.

90390455

The above-described real estate is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements lossed in, on, over or under the Premises, and all types and kinds of fixtures, "window shades, storm doors and windows, floor coverings, swrings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in he 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 exclused from the security interest granted herein. The Permanent Index Number of the Premises 11-19-202-009-0000 The common address of the Premises is 1225 JUDSON AVENUE EVANSTON, ILLINOIS 60202

Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grain by Mortgagor 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 oncepts by any 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 Mortgagor.

Mortgagor does hereby pledge and assign to Mortgage, all leases, written or verbal, rents, issues and possits of the Premises, including without limitation, all rents, issues, prysits, oncepts, rights and benefits due, psyable or accruning, and all deposits of money as advance rent or 6 sec trity, 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 pyable Mortgage by acceptance of this Mortgage agrees, as a personal coverant applicable to Mortgagor does hereby expressly waite and release all rights and benefits under and by virtue of the flow and Exemption Laws of the State of Illinois.

Purther, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the flow and Exemption Laws of the State of Illinois.

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Purther, Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may be eccured by a little or charge of the premises in good condition and repair, without waste, and, except for this Mortgage and any price of mortgages or trust deed; pevicusly approved by Mortgagor in writing, free from any encurbance, security

assigned and shall be plate to Montgagee; and such of markets of any part thereof may be applied by Montgage in the name of Montgager, to execute and deliver valid acquittances and to appeal from any such award.

3. No remedy or right of Montgagee hereunder shall be exclusive. Each right or remedy of Montgagee with respect to the Liabilities, this Montgage 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 aame 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 Montgage.

6. Montgager 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 fazards as may from, tipe to time be designated by Montgage. Montgager shall keep 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 fazards as may from tipe to time be designated by Montgage. Montgager shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements and in a flood hazard zone. Each insurance policy shall be for an amount which its acceptable to Montgagee. All policies shall be issued by companies satisfactory to Montgagee. Each insurance policy shall be payable, in case of loss or damage, to Montgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Montgagee. Montgage renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Montgagee.

7. Upon Default by Montgagee may be

to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgage.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances. Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Lishbities shall become immediately due and psyable and Mortgager shall pay all expenses of Mortgagee including attorneys and paralegals' fees and expenses 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 fallowed the fallowed to conspletely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default into (0) days after the Mortgagee mails written notice to the Mortgager. The term "Cause for Default" as 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 pay the Note or Liabilities in accordance with their terms.

in he or wing, dut or he he be, however created at aim or bidence hereunder or under the Note, whether direct, a hother elevation of a his part of the hother elevations of a his part of the hother elevations of the Note, whether direct and parallegate for relating to the Mortgage's rights, remadies rading any documents for the motingages at any time. Notwithstanding the foregoing or any provisions of the Note, nount of the Note, plus interest thereon, and any dishursements made for the payment of taxes, special assistances, und dishursements, and if permitted by law, dishursements made by Mortgage which are authorized horounder and peed enforcement of the Note and this Mortgage, plus interest as provided herein.

The Wall Street Journal in the "Money Rates" column on the last business that made will be the first day of the next billing cycle after the ruggee for payment of any and all amounts due under dence hereunder or under the Note, whether direct "Liabilities" me the Note or this Mortgage, whether hersoften, now or o'ring of never in sensing or wing, due or says to or indirect, absolute or contingent, primary or second tryl bill or everal, whether existing or a lister, ogeth and security interests heresander, including advising the Mortgage of drafting any documents for the winth the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest theor insurance on the property subject to this Mortgage, with interest on such disturnements, and if permitten or insurance on the property subject to this mortgage, will interest on the insurance on the property subject to this mortgage, will interest on the insurance or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

11. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Money Rates" column on the last business day of each month as the "Prime Rate" for the preceding business day. The effective date of any change in the Variable Rate Index. The Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. 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 event 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 Mortgager of the Index selection. change in the Whisble Runs Index will be applicable to all the outstanding indebtodness uncer the rows writes my pass to control the control port of the "Prime Ruis" in the "Money Runs" column, the Mortgagee will access accorded to the "Prime Ruis" in the "Money Runs" column, the Mortgagee will access accorded to the Index access to the Index a the same in an action to the entocenty, to a tipen or or any provision of this mortgage shall be permitted for that purpose

16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

17. If the Mortgagor renders payment in first of all Labilities secured by this Mortgage, then Mortgagee agrees to release the hen of this Mortgage. Mortgagor shall pay all expenses, a including recording fees and otherwise, to release the life of this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be bridge upon Mortgagor. All persons or justices claiming by, under or through Mortgagor. The word "Mortgage and all provisions hereof, shall extend to and be bridge upon to the release the heady of the release to the response of parties. 18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagot and all persons or parties claiming by, under or through Mortgagot. The word "Mortgagot" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgag or shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular shall be applicable to all genders. The sind "Mortgagee" includes the successors and assigns of Mortgagee.

19. In the event the Mortgagor is a land trustee, then this dortgage is executed by the undersigned, 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 concessor, is 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 line to time securing payment hereof, 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 transfer thereof, all such personal liability of the trustee, if any, being expressly waired in any manner.

20. This Mortgage has been made, executed and delivered to Mortgage in Checago, Illinois and shall be construed in accordance with the laws of the Sixte of Illinois. Wherever possible, each provision of this Mortgage are prohibited by or determined to be invalid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law. If any provisions of this Mortgage. WITNESS the hand\_ \_ and scal\_S\_ of Mortgagor the day and year set forth above. JUNATHAN L. SUSAN R. SNEIDER stee Und a 1. Trust Agreement Desert nd known as Trust No. AND NOT PERSONALL STATE OF ILLINOIS COOK OUI a Notary Public in and for said outsity and state, do SNEIDER. JONATHAN L. SUSAN R. ARE ng instrument, appeared before me diar say in person, and actual THEIR \_ signed and delivered th Given under my hand and official seal, this. TIGAL BAL ANTHONY L. FRE SS NOTARY PUBLIC STATE OF MA

COUNTY OF .. hereby certify that \_\_\_\_ personally known to me to be the same person(s) whose name(s). My Commission Expires: STATE OF ILLINOIS COUNTY OF MY COMMISSION EXP. NOV. 5,1992 a Notary Public in and for said county and state, do I. . hereby certify that . of said coporation, personally known to me to be the same persons whose names are sub cribed to the foregoing instrument as such , respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as these 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 corporaown free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forthtion to said instrument as ... Given under my hand and official seal, this My Commission Expires:

THIS INSTRUMENT WAS PREPARED BY ASSOCIATED BANK

BY: JAYNIE HOLT 200 EAST RANDOLPH DRIVE CHICAGO, ILL NOIS 60601

## OF SET OF STATE OF ST

CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

GO, ILLINOIS 60601

DATED JULY 11

, 19 90 , EXECUTED

BY JONATHAN L. MILLS AND SUSAN R. SNEIDER, AS JOINT TENANTS

("MORTGAGOR")

## AND IN FAVOR OF ASSOCIATED BANK 200 EAST RANDOLPH DRIVE

90390455

This Rider is entered into this 11TH day o	5 JULY 19 90 by Mortgagor and Mortgagee and is incorporated by reference into and shall
he considered a part of the Mortgage.	
("Prior Mortgagee") a Mortgage dated DECEMBER	to WESTERN SAVINGS AND LOAN ASSOCIATION  23, 19 86 and recorded in the Office of the Recorder of Deeds of COOK County, Illinois
	gage") upon certain premises in COOK County, Illinois, described as follows:
1/4 OF SECTION 19. TOWNSHIP 4	THWESTERN UNIVERSITY SUBDIVISION OF THE NORTH 1 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL GO AVENUE (EXCEPT 15 1/2 ACRES IN THE NORTH MAN 15 14 25
MERIDIAN, LYING EAST OF CHICAG EAST CORNER THEREOF) IN COOK (	COUNTY, ILLINOIS. 142222 TRAN 4011 08/10/90 13:26:00
Engl Coming and and a coming a coming and a coming and a coming and a coming and a coming a	#1449 # 18 *90390455
	COUR COUNTY RECORDER
PIN#	11-19-202-009-0000
Pa	
and commonly known as 1225 JUDSCN A	VENUE EVANSTON, ILLINOIS 60202 ; and
WHEREAS, the Prior Mortgage was giver to a	ecure a promissory note in the principal amount of NINETY THOUSAND AND NO/100
	OOO, OO Dollars plus interest and future advances as therein provided; and
AND NO/100 (s. 78.	
	re advan es thereon secured by the Prior Mortgage are solely owned and field by the Prior Mortgagee and not as agent
or trustee for any other person or corporation; and WHEREAS. Associated Bank has agreed to exter	and to Mortgage 7 dome Equity Line of Credit in the amount of TWO HUNDRED FIFTY THOUSAND
AND NO/100	Dollars, upon the security of the Mortgage against the premiled
described above which is junior to the Prior Mortgage;	
	to the extension of the afore xid H me 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 pre-	mises and to induce the Associated and to extend and make a Home Equity Line of Credit available as aforesaid in
Mortgagor and also in consideration of one dollar in han	nd paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:
(a) That Mortgagor will refrain from obtaining any nature and other notes with Prior Mortgagee, directly or indire-	re advances from Prior Mortgagee or othe cextensions of credit or entering into any other loan agreements or executing ctly, which might directly or indirectly be en itled to priority over the Mortgage.
(b) That Mortgagee may notify Prior Mortgagee of this	agreement and the recordation hereof.
	include the plural, the masculine, the feminine and neuter and vice versa.  benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.
(e) This Rider shall be governed and construed by and in	n accordance with the law of the State of Illinois and may 'e modified, amended, altered, or rescinded, in whole or
in part, only by a writing signed by Mortgagor and Mortg	gagee, 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, WITNESS the hand S and seal S	this Rider.  of Mortgagor the day and year set forth above.
WITITEDS LIK BARNET WAS SAME	x Angolage a well
	x frentlen 1 unk
	SONATHAN K. MILLS
	SUSAN R. SNEIDER
	As Trustee Under A Trust Agreement
	Dated
	and known as Trust No.
	AND NOT PERSONALLY
9039045	By: <sub>Itu:</sub>
	By:
STATE OF ILLINOIS ) > SS	165.
COUNTY OF COOK	
	1
. Anthony L. Fris	, a Notary Public in and for said county and state, do
sereby certify that JONATHAN L. MILLS	107
personally known to me to be the same person(s) whose nar- and acknowledged thatT he Y signed and	me(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, d delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.
Given under my hand and notarial seal, this 2.	delicated and area and area and area and area area.
	Autous L. To
11-6 = 19	Notary Public
Ay Commission Expires: Nov. 3 / 9	OFFICIAL MAI. ANTHONY L. PROP.
	TO COLUMN TOP, MAY 5 AGES

**UNOFFICIAL COPY** 

	a Notary Public in and for said County, in the Sta
aforesaid, do hereby certify that	and
	of said corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such respectively, appeared before me this day in person and acknowledged that they signed and voluntary act of said corporation, as Trustee, for the uses and purposes therein se	and delivered the said instrument as their own free and voluntary acts, and as the free forth; and the said did als did als
then and there acknowledge that as cur corporation to said instrument as own free and voluntary act, and as the free	studian of the corporate sear or said corporation affixed the said corporate sear or said is 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	
•	Notary Public
My Commission Expires:	
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	C/O/A/S O/A/CO
	<b>C</b>