

NOTARIAL COPY

10. "Liabilities" means any and all liabilities of the Mortgagor or any other person of the Note or Mortgage for payment of any and all amounts due under the Note or this Mortgage, whether hereof or not, including hereinafter arising or being due or payable, however created, arising or existing hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or future, together with attorney and paralegal fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement 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 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 may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any 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 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 Mortgagee 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 lien of this Mortgage. In any suit 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 paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned 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 expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby, or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or 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 threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor'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 foreclose this Mortgage, the court in which such suit is filed may appoint 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 insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may, from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment enforcing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of foreclosure sale and deficiency.

15. No action for the enforcement of the lien 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. 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 full of all Liabilities secured by this Mortgage, then Mortgagee agrees to release the lien of this Mortgage. Mortgagor shall pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons 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, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally 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. The word "Mortgagee" includes the successors and assigns of Mortgagee.

19. In the event the Mortgagor is a land trustee, then this Mortgage 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 concerned, 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 time 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 or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions of the remaining provisions of this Mortgage.

WITNESS the hand, S. and seal, S. of Mortgagor the day and year set forth above.

X Jonathan L. Mills
JONATHAN L. MILLS
X Susan R. Sneider
SUSAN R. SNEIDER

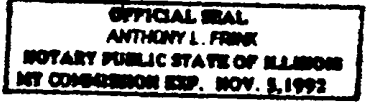
As Trustee Under Trust Agreement
Dated _____, 19____
and known as Trust No. _____
AND NOT PERSONALLY

By: _____
By: _____

STATE OF ILLINOIS)
)) SS
COUNTY OF COOK)

I, Anthony L. Frink, a Notary Public in and for said county and state, do hereby certify that JONATHAN L. MILLS AND SUSAN R. SNEIDER, HIS WIFE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 11th day of July, 1990.
My Commission Expires: Nov. 3, 1992
Anthony L. Frink
Notary Public



STATE OF ILLINOIS)
)) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said county and state, do hereby certify that _____ of _____ and _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

My Commission Expires: _____
Reorder From ILLIANA FINANCIAL, INC. (708) 998-9000 - 11/89

THIS INSTRUMENT WAS PREPARED BY
ASSOCIATED BANK
BY: JAYNIE HOLT
200 EAST RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601

UNOFFICIAL COPY

RIDER TO HOME EQUITY LINE
OF CREDIT MORTGAGE (THE "MORTGAGE")
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
CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

90390455

This Rider is entered into this 11TH day of JULY, 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 WESTERN SAVINGS AND LOAN ASSOCIATION ("Prior Mortgagee") a Mortgage dated DECEMBER 23, 19 86 and recorded in the Office of the Recorder of Deeds of COOK County, Illinois as Document No. 86630231 ("Prior Mortgage") upon certain premises in COOK County, Illinois, 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.

RECORDING \$14.25
TRAN 4811 08/10/90 15:26:00
#1448 # B * 90-390455
COOK COUNTY RECORDER

PIN#

11-19-202-009-0000

and commonly known as 1225 JUDSON AVENUE EVANSTON, ILLINOIS 60202; and

WHEREAS, the Prior Mortgage was given to secure a promissory note in the principal amount of NINETY THOUSAND AND NO/100 (\$ 90,000.00) Dollars plus interest and future advances as therein provided; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is SEVENTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 (\$ 78,900.00) Dollars, and

WHEREAS, the Note and the right to make future advances thereon secured 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 Mortgagor a Home Equity Line of Credit in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$ 250,000.00) 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 aforesaid Home 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 Associated Bank to extend and make a Home Equity Line of Credit available as aforesaid, Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

- (a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or 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 or indirectly be entitled to priority over the Mortgage.
- (b) That Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.
- (c) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and neuter and vice versa.
- (d) This Rider shall be binding upon and inure to the 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 accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagee, 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, this Rider.

WITNESS the hand S and seal S of Mortgagor the day and year set forth above.

X Jonathan L. Mills
JONATHAN L. MILLS
X Susan R. Sneider
SUSAN R. SNEIDER

As Trustee Under A Trust Agreement
Dated _____, 19____
and known as Trust No. _____
AND NOT PERSONALLY

By: _____
Its: _____

By: _____
Its: _____

90390455

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS

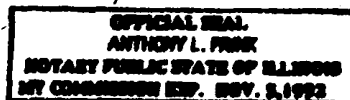
I, Anthony L. Frink, a Notary Public in and for said county and state, do hereby certify that JONATHAN L. MILLS AND SUSAN R. SNEIDER, HIS WIFE

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I, he, Y signed and 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 27th day of July, 1990

Anthony L. Frink
Notary Public

My Commission Expires: Nov. 3, 1992



UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF _____

} SS

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____
of _____, and _____
_____ of said corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such _____ and _____
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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
corporation to said instrument as _____ own free and voluntary act, and as the free 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 _____, 19 _____.

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office
90590455