

THIS INSTRUMENT WAS PREPARED BY ASSOCIATED BANK BY: ROSS H. CARLSON, ASSIST. VP OF PRES. 200 E. RANDOLPH DRIVE CHICAGO, ILLINOIS 60601

UNOFFICIAL COPY

RIDER TO HOME EQUITY LINE OF CREDIT MORTGAGE (THE "MORTGAGE") DATED JULY 15, 1991, EXECUTED

BY GEORGE DAFNIS AND BARBARA DAFNIS, HIS WIFE ("MORTGAGOR") AND IN FAVOR OF ASSOCIATED BANK 200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

This Rider is entered into this 15TH day of JULY, 1991 by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered a part of the Mortgage.

WHEREAS, Mortgagee has previously granted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO ("Prior Mortgagee") a Mortgage dated DECEMBER 19, 1983 and recorded in the Office of the Recorder of Deeds of COOK County, Illinois as Document No. 26910345 ("Prior Mortgage") upon certain premises in COOK County, Illinois, described as follows:

THAT PART OF LOT 2 LYING NORTHERLY OF GLENVIEW ROAD IN GEISCHECKER'S PARTITION OF LAND IN THE SOUTHEAST 1/4 OF SECTION 35 AND THE SOUTHWEST 1/4 OF SECTION 36, ALL IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#

04-35-405-004

and commonly known as 1304 GLENVIEW GLENVIEW, ILLINOIS; and

WHEREAS, the Prior Mortgage was given to secure a promissory note in the principal amount of ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 (\$ 124,000.00) Dollars plus interest and future advances as therein provided; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 (\$ 118,000.00) 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 ONE HUNDRED NINETY-THREE THOUSAND AND NO/100 (\$ 193,000.00) 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 to 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 any 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

Handwritten signatures of George Dafnis and Barbara Dafnis with printed names below.

As Trustee Under A Trust Agreement

Dated 19 and known as Trust No. AND NOT PERSONALLY

By: in

By: in 91420232

STATE OF ILLINOIS

COUNTY OF COOK

I, Jaynie Holt, a Notary Public in and for said county and state, do hereby certify that GEORGE DAFNIS AND BARBARA DAFNIS, 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 notarial seal, this 15th day of July, 1991.



My Commission Expires:

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

95150232
20070316