THIS INSTRUMENT WAS PREPARED BY ASSOCIATED BANK ROSS H. CARLSON, ASSIST. V CE (RESTANDING RAO CTGAGE) 200 E. RANDOLPH DRIVE ASSOCIATED BANK CHICAGO, IL. 60601

200 East Randolph Drive, Chicago, Illinois 60601

04 400000

·: HO	OME EQUITY LINE OF Variable Rate	F CREDIT MORTGAGE - WSJ Prime	32420	, LJL
THIS MORTGAGE, datedJULY 15 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	********************* *	91 is between		
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		GEORGE DAFNIS AN	BARBARA DAFNIS,	RIS WIFE
"Mortgagor") and the Associated Bank, Chicago, Illinois ("M	lortgageo ^{tt}).). (1986 - 1986) (- Art Printer, V) (2766 - V) (3767 - 176 - 176 de	***************************************	94 <u></u>
	WITNES	SETH:		
Mortgagor has executed a Home Equity Line of Credit N \$ 193,000,00 (the "Line of Credit"). on SEPTEMBER 1 10 91 and balance of principal and interest shall be due and payable on balance of the Note on a 365-day year basis at the per annum interest after Default (defined below), or maturity of the Note, w	Monthly payments of the accru- continuing on the same day of c AUGUST 1 rate equal to ONE-HALF	ed interest on the Note or \$5000, each month there is an unpaid print 19 93 Interest on (50 %) percent per ani	whichever is greater, shall be di- cipal balance on the Note thereal the Note shall be calculated on t min in excess of the Variable Ra	ue and payable beginning fler, and the entire unpaid he daily unpaid principal te Index (defined below).
percent per annum in oxeess of the Variable Rate Index. In the the Mortgager may change and collect a late charge of five per Mortgagor has the right to prepay (10) any part of the aggregation.	event any requiried monthly parcent (5%) of the minimum mon	syment is not received by the Mor othly payment, with a minimum b	tgagee within 10 days from the die charge of \$500 and a maxim	late such payment is due,

The Note evidences a "resolvir, credit" as defined in illinois Revised Statutes Chapter 17. Paragraph 6405. The lies of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the flote, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time (it) foregage 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 indebtedness existenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgager does by these presents CONVEY, WARRANT are MCRICIAGH unto Mortgagee, all of Mortgager's estate, right, title and interest in the real estate situated, lying and being in the County

_____, and State of Illinois 100 lly described as follows:

THAT PART OF LOT 2 LYING NORTHERLY OF GLENVIEW ROAD IN GEISCHECKER'S PARTITION OF PARCELS 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, L'AINOIS.

7\$3333 TRAN 7837 08/16/91 14:58:00 \$9308 \$ C #-91-420232 91420232 COOK COUNTY RECORDER

The above-described real extate is referred to herein as the "Premises", together, and all improvements, buildings, tenements, hereditaments, apportenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all them, window shades, atorm doors and windows, floor coverings, awnings, stoves 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 facilitied from the security interest granted herein. The Permanent Index Number of the Premises

1. 04-35-405-004 _ . The common address of the Premises is

1304 GLENVIEW GLENVIEW, ILLINOIS 60025

91420232

\$15.00

Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, gray, 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 imager of owne ship, of any beneficial interest or power of direction in a land trust which holds

Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, give, by Mortgagor of an encumbrance of any kind, conveyance, transfer of the Premises, of any part thereof, or sale or immafer of owne, the of any beneficial interest of power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

Mortgagor dees hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and recise of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance cent or for mortgage by acceptance of this Mortgage agrees, as a personal personal personal policials to Mortgage and assign to order the rents had occur or an event shall occ

assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee expenses, including costs and autorized, on behalf and in the name of Mortgager, to execute and deliver valid acquitances and to appeal from any such award.

5. 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, 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 Mortgagee.

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, and attained against loss or damage by fire, lightning, windstorm, or 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 sutricient to pay in full the cost of replacing or repatring the buildings and improvements on the Premises and, in no event less than the principal amount of the Note, Mortgagee. Bach insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable classe or endorsement, in form and substance satisfactory to Mortgagee. Mortgagee and Mortgagee. Mortgagee and Mortgagee in executed and the remained policies, to Mortgagee and Mortgagee in executed and an encount policies, to Mortgagee and Mortgagee in executed and it expective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee and Mortgagee in any to the payable, in case of insurance and premises and mortgage

to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be consistered as a waiver of any right according to storagage.

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, us, 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 Liabilities 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 almost of the Mortgager to completely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default which tan (i) days after the Mortgagee mails written notice to the Mortgage; The term "Cause for Default within ten (ii) days after the Mortgagee mails written notice to the Mortgage; 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 fallors of Mortgage; to pay the Note or Liabilities in accordance with their terms.

10. "Liabilities" means any and all liabilities, blig kilms and make these of "Mortgage of any their maker of the Note or Mortgage, whether heretofore, abort of the Note or his Mortgage, whether heretofore, abort of the Note, whether heretofore, and the or everal, whether chiefly of physics, however, to created, a slig of evidence hereunder of under the Note, whether direct and security interests hereunder, including advising the Mortgage or during any documents for the Mortgage 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 disturmements made for the payment of taxes, special "Notestments, and if permitted by law, disturmements made by Mortgage, which are authorized automorys' fees, costs and expenses relating to the enforcement or stempted enforcement of the Note and this Mortgage, plus interest as provided herein.

1). "Variable Rule 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 oach month as the "Prime Rate" for the preceding business day. The effective date of any change in the Variable Rule 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 Mortgage will select a comparable interest rate Index and will notify Mortgagor of the Index selected. dais of the change in the Variable Rate Index. The Variable Rate Index, may procuse under our room monut on monut monut monute more monuted in the contenting indebtodeness secured by replicable to all the coulsanding indebtodeness whether from any past or future plincipal advances thereunder. In the event The Valla Research Security of the Company o

under Prose ILLIANA FINANCIAL, INC. (708) 598-9000 - 1V99

WITNESS the hand S and seal S of Morigagor the	day and year set forth above.
•	M. O.1.
	ENERGE DAFNIS
	Ellara Alisme
	BA (B/.RA DAFNIS
	As Trustee Under A Trust Agreement
	Dated 19
	and known as Trust No.
	AND NOT PERSONALLY
	By:
	A
	By:
ATE OF ILLINOIS)	0,
) SS	
DUNTY OF	U _r
Janie Hol	-t
	NITO 117 MM
reby certify that GEORGE DAFNIS AND BARBARA DAF	
monally known to me to be the same person(s) whose name(s) ARE	subscribed to the foregoing instrument, appeared before me uni de in person, and acknowled
rachally known to me to be the same person(s) whose name(s) ARE. The X algned and delivered the said instrument as a signed as a signed and delivered the said instrument as a signed and delivered the said instrument as a signed	subscribed to the foregoing instrument, appeared before me unity in person, and acknowled STHEIR free and voluntary act, for the uses and purposes herein set forth.
monally known to me to be the same person(s) whose name(s) ARE	subscribed to the foregoing instrument, appeared before me uni de in person, and acknowled
nonally known to me to be the same person(s) whose name(s) ARE The Y signed and delivered the said instrument as Given under my hand and official seal, this Danceday of	subscribed to the foregoing instrument, appeared before me unity in person, and acknowled STHEIR free and voluntary act, for the uses and purposes herein set forth.
Given under my hand and official seal, this	subscribed to the foregoing instrument, appeared before me unit is in person, and acknowled STHETR free and voluntary act, for the uses and purposes herein set forth.
Commission Expires: OFFICIAL SEAL JAVILLE HILL JAVILLE HILL THORSE	subscribed to the foregoing instrument, appeared before me unity in person, and acknowled STHEIR free and voluntary act, for the uses and purposes herein set forth.
Commission Expires: OFFICIAL SEAL JAVILLE HILL JAVILLE HILL THORSE	subscribed to the foregoing instrument, appeared before me unity in person, and acknowled STHETR free and voluntary act, for the uses and purposes herein set forth.
ARE a	subscribed to the foregoing instrument, appeared before me unit is in person, and acknowled STHETR free and voluntary act, for the uses and purposes herein set forth.
Commission Expires: OFFICIAL SEAL JAVITE HOUT Notary Public. State of Blances My Commission (Spires Sept. 24, 1994)	subscribed to the foregoing instrument, appeared before me unit is in person, and acknowled STHETR free and voluntary act, for the uses and purposes herein set forth.
Given under my hand and official seal, this	subscribed to the foregoing instrument, appeared before me units in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. Nutary Public
Commission Expires: OFFICIAL SEAL JAYMIE HULLINOIS Notary Public, State of Humors My Commission (Expires Sept. 24s. 1994)	subscribed to the foregoing instrument, appeared before me units in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state.
Commission Expires: Commission Expires: OFFICIAL SEAL JAYPITE HOLLINOIS Notary Public, State of Humors My Commission Expires Sept. 2to. 1934 My Commission Expires Sept. 2to. 1934 My Commission Sept. 2to. 1934 My Com	subscribed to the foregoing instrument, appeared before me un to in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state.
ARE a	subscribed to the foregoing instrument, appeared before me units in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state.
ARE A Specially known to me to be the same person(s) whose name(s) ARE a Special Speci	subscribed to the foregoing instrument, appeared before me units in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state.
ARE The Y signed and delivered the said instrument as diven under my hand and official seal, this Donothey of Commission Expires: ATH OF ILLINOIS Notary Publy. State of Himoth My Commission (Expires Sept. 24s. 1994) It could be certify that	subscribed to the foregoing instrument, appeared before me units in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state. of
Commission Expires: OFFICIAL SEAL JAYMIE HULL My Commission (Expires Sept. 24), 1994 Limits of the same persons whose name and coporation, personally known to me to be the same persons whose name	subscribed to the foregoing instrument, appeared before me units in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state of
Commission Expires: OFFICIAL SEAL JAYMIE HULLI Notary Public, State of Himoth My Commission, Expires Sept. 24, 1994 I,	subscribed to the foregoing instrument, appeared before me in to in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state of nes are subscribed to the foregoing instrument as such ed before me this day in person and acknowledged that they signed and delivered the said instrument as ton, as Trustee, for the uses and purposes therein set forth; and the said
Commission Expires: OFFICIAL SEAL JAYMIE HULL My Commission (Expires Sept. 24), 1994 I,	subscribed to the foregoing instrument, appeared before me unlock in person, and acknowled STHEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state of nes are subscribed to the foregoing instrument as such ed before me this day in person and acknowledged that they signed and delivered the said instrument as to tion, as Trustee, for the uses and purposes therein set forth; and the said as custodian of the corporate seal of said corporation affixed the said corporate seal of said corp
ARE Signed and delivered the said instrument as Given under my hand and official seal, this Donothey of OFFICIAL SEAL JAYCHE HILLINGS Notary Public, State of Hunors My Commission (Expires Sept. 7to 1994) NOTARY Public, State of Hunors My Commission (Expires Sept. 7to 1994) It is composited, personally known to me to be the same persons whose name and composition, personally known to me to be the same persons whose name in free and voluntary acts, and as the free and voluntary act of said corporated did also then and there acknowledge that to said instrument as own free and voluntary act, and as the free and voluntary act, and as the free and voluntary act of said corporated to said instrument as own free and voluntary act, and	subscribed to the foregoing instrument, appeared before me in the price and acknowled the said purposes herein set forth. 19 Notary Public in and for said county and state of nea are subscribed to the foregoing instrument as such ed before me this day in person and acknowledged that they signed and delivered the said instrument as a tion, as Trustee, for the uses and purposes therein set forth; and the said corporate seal of said corporate as a tien as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporate as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set for the uses an
Commission Expires: Deficial Seal, this	subscribed to the foregoing instrument, appeared before me unity in person, and acknowled THEIR free and voluntary act, for the uses and purposes herein set forth. 19 Notary Public in and for said county and state of

_ ("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	19.91 by Mortgagor and Mortgaged and is incorporated by reference into and shall
be considered a part of the Mortgage.	The second state of the se
	RAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
("Prior Mongages") a Mortgage dated DECEMBER 19, 19-83 and as Document No. 26910345 ("Prior Mortgage") upon certain premi	id recorded in the Office of the Recorder of Deeds of COOK County, Illinois
THAT PART OF LOT 2 LYING NORTHERLY OF C	GLENVIEW ROAD IN GEISCHECKER'S PARTITION OF AND THE SOUTHWEST 1/4 OF SECTION 36, ALL
PIN#	04-35-405-004
and commonly known as 1304 GLENVIFN GLENVIEW, ILL	INOIS ; and
WHEREAS, the Prior Mortgage was given to secure a promissory note i	in the principal amount of
WHEREAS, the amount presently outstanding under the Note and Prior NO/100(\$ 118,000,00	_) Dollars plus interest and future advances as therein provided; and Mortgage is ONE HUNDRED EIGHTEEN THOUSAND AND > Dollars and
	red 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	AME WINDER NINETY_TUDBE
THOUSAND AND NO/100	Equity Line of Credit in the amount of ONE HUNDRED NINETY-THREE 93,000,00 Dollars, upon the security of the Mortange 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 after from the Prior Mortgagoe pursuant to the Prior Mortgage.	or said flome Equity Line of Credit, Mortgagor shall not request or obtain any future advances
NOW THEREFORE, in consideration of the prentises and to induce the /	Associated Bank to extend and make a Home Equity Line of Credit available as aforesaid to
	ufficiency is which is hereby acknowledged. Mortgagor hereby agrees as follows: origance 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	y or indirectly be invited to priority over the Morigage.
 (b) That Mortgagee may notify Prior Mortgagee of this agreement and the recor (c) Wherever the singular appears herein, it shall also include the plural, the m 	
(d) This Rider shall be binding upon and inure to the benefit of the respective h	neirs, legal representatives, recessors and assigns of the parties hereto.
(c) 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 an adate contemporaneous with or subsequent to this Rider 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 set forth above
	Bere Jahren
	GEORGE DAFNIS
	HADRADA DARNIE MUSTE
	PAKBAKA DALATA
	As Trustee Under A Trust Agreement
	Dated
	and known as Trust No. AND NOT PERSONALLY
	AND NOT PERSONALLY
	By: Its
	470232
STATE OF ILLINOIS	By: 31.320232
ss >	
COUNTY OFCOOK)	
1 Jaynie HUNT	, a Notary Public in and for said county and state, do
hereby certify that GEORGE DAFNIS AND BARBARA DAF	NIS, HIS WIFE
personally known to me to be the same person(s) whose name(s). ARE and acknowledged that. The Y signed and delivered the said instrum	subscribed to the foregoing instrument, appeared before me this day in person,
Given under my hand and notarial seal, this diverse day of	nent a free and voluntary act, for the uses and purposes herein set forth.

OFFICIAL SEAL {	Notary Public
JAYNIE HOLT	/ /
My Commission Expires: Notary Public, State of Blinols Ship Commission Expires Sept. 26, 1993	
	The second secon

UNOFFICIAL COPY

STATE OF ILLINOIS COUNTY OF, a Notary Public in and for said County, in the State atoresaid, do hereby certify that... 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 purson 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 as custodian of the corporate seal of said corporation affixed the said corporate seal of said then and there acknowledge that..... 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. corporation to said instrument as.... Given under my hand and official scal, this_____ day of__ Stopenty of County Clerk's Office Notary Public My Commission Hapires:

2CZ0Z3.48