

BURLING BANK



141 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604
(312) 408-8446
"LENDER"

UNOFFICIAL COPY

91486359

Fred E. Hattenberger married
Elizabeth A. Riordan his wife
6326 N. Lawndale
Chicago, IL 60659

Telephone Number
312-478-3274 312-744-5907

HOME EQUITY LINE
MORTGAGE

BORROWER

ADDRESS OF REAL PROPERTY

Fred E. Hattenberger married
Elizabeth A. Riordan his wife
6326 N. Lawndale
Chicago, IL 60659

627 W. Buckingham
Chicago, IL 60657

\$ 16.00

Telephone Number
312-478-3274 312-744-5907

1. GRANT. Grantor hereby mortgages, grants, assigns and conveys to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. OBLIGATIONS. This Mortgage shall secure the payment and performance of all of Borrower's and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to Home Line of Equity Line of Credit Agreement as described below:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$100,000.00	08/22/91	08/21/98	2093847	9001

1991 SEP 13 AM 11:40

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(b) all amendments, modifications, replacements or substitutions to any

(c) applicable law.

3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for consumer purposes.

4. FUTURE ADVANCES AND EXPENSES. This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit (as described in paragraph 2). The Mortgage secures not only existing indebtedness, but also future advances and expenses, whether or not made in the future, of the Lender to the Borrower or Grantor for such future advances were made on the date of the execution of this Mortgage. The Lender may be required to advance any amount or amounts at any time or from time to time, but the total of all such indebtedness so secured shall not exceed the principal amount stated in paragraph 2. To the extent of any such advances, the Lender shall be entitled to reimbursement for the principal amount of such advances, plus interest, taxes, and other charges or to maintain, preserve, or dispose of the Property, including, but not limited to, a lien on the Property for the payment of taxes, social assessments, or other charges on the Property.

See attached schedule "B" and "C"

5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substance, or related material (cumulatively "Hazardous Materials") in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; or (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement, which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

6. TRANSFER OF PROPERTY. Grantor shall not assign, convey, lease, sell or transfer (cumulatively "Transfer") any of the Property without Lender's prior written consent. Lender shall be entitled to withhold its consent to any such Transfer if Lender in good faith deems that the Transfer would increase the risk of the non-payment or non-performance of any of the Obligations.

7. INQUIRIES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

8. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Lender's right title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If agreement, Grantor shall promptly forward a copy of such communication (and subsequent communications relating thereto) to Lender.

9. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the Indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any Indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

BOX 333

73-12-574 F 242
Burling Bank 7312574/80

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State of ILLINOIS)
County of COOK)
I, NORMAN H. LESSER

a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that PERCIB B. HADJIMINIS personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he _____ signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 31st day of September 1991
NORMAN H. LESSER
Notary Public

Commission expires: **OFFICIAL SEAL**
NORMAN H. LESSER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 5, 1992

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County of COOK)
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NORMAN H. LESSER
NOTARY PUBLIC STATE OF ILLINOIS
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SCHEDULE A

The street address of the Property (if applicable) is:
627 W. Buckingham
Chicago, IL 60657

The permanent tax identification number of the Property is: 14-21-309-019-0

The legal description of the Property is:

The West 30 feet of lot 33 in Clark and McConnell's addition to Lakeview a subdivision of lots 31 and 32 in Pine Grove, subdivision of fractional section 21, township 40 North, Range 14 East of the third principal meridian, (except the South 8 feet thereof dedicated for an alley by plat recorded April 19, 1910 as document number 4545768) in Cook County, Illinois

SCHEDULE B

This document was prepared by: _____

Returned or mailed to: _____

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SCHEDULE "C"

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Home Equity Line of Credit Agreement ("Home Equity Agreement"), but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Home Equity Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed 300% of the Credit Limit set forth above, plus interest thereon and any disbursements which the Lender may make under this Mortgage, the Home Equity Agreement or any other document with respect hereto (e.g. for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

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Property of Cook County Clerk's Office