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10. "Liabilities" means any and all liabilities of Mortgagor, whether or not arising or evidenced hereunder or under the Note, or indirect, absolute or contingent, primary or secondary, or of present or future date, and security interests hereunder, including advising the Mortgagee or any other party of the Liabilities secured by this Mortgage shall not exceed the principal amount of any insurance on the property subject to this Mortgage, with interest on such amount, attorneys' fees, costs and expenses relating to the enforcement or satisfaction of the same.

11. "Variable Rate Index" means the rate of interest, or the highest rate of interest, as the "Prime Rate" for the preceding business day. The rate of change in the Variable Rate Index. The Variable Rate Index may be the change in the Variable Rate Index will be applicable to all the outstanding loans. The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column on the first day of the next billing month with or without notice by the Bank to the mortgagor. The Bank shall select a comparable interest rate index and will post the same on its website.

12. When the indebtedness secured hereby shall become due whether by the suit to foreclose the lien of this Mortgage, there shall be allowed and included as part of the costs of this Mortgage for attorneys' and paralegals' fees, expenses and costs of procuring all abstracts of title, title searches and examinations, title insurance, title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure or to defend after entry of the foreclosure judgment, may be estimate by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee in connection with any probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as a creditor or as a claimant, or any preparation for the commencement of any suit for the foreclosure of this Mortgage or the enforcement of any suit to collect upon or enforce the provisions of the Note or any instrument for the defense of any threatened suit or proceeding which might affect the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph by this Mortgage additional to that evidenced by the Note, with interest thereon as provided in the Note and then to principal; and, any surplus to Mortgagee or Mortgagee's assignee.

13. Upon, or at any time after the filing of a complaint to foreclose the lien of this Mortgage, an appointment may be made either before or after sale, without notice, without regard to the value of the Premises, or whether the Premises shall be then occupied, to collect the rents, issues and profits of the Premises during the pendency of the foreclosure proceedings, whether there be redemption or not, as well as during any further times when the mortgagee shall have the right to foreclose. Such receiver shall also have all other powers which may be necessary or proper in which the foreclosure suit is filed (any from time to time authorize the receiver to sell, lease, convey, or otherwise dispose of the Premises, or any part thereof, hereby, or secured by any judgment enforcing this Mortgage, or any tax, special assessment, judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note).

14. No action for the enforcement of the lien or of any provision of this Mortgage shall be maintained in an action at law upon the Note.

15. Mortgagee shall have the right to inspect the Premises as all reasonable times and to take possession of the Premises, including recording fees and otherwise, to release the lien of this Mortgage.

16. This Mortgage and all provisions hereof shall extend to and be binding upon the Mortgagor and all persons or parties liable for the payment of the Note, whether or not they shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally liable for the payment of the Note and the use of any gender shall be applicable to all genders. The word "Mortgagor" shall include the Mortgagor and all persons or parties liable for the payment of the Note.

17. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the Mortgagor as trustee, and insofar as the trustee is concerned, is enforceable against the Mortgagor as trustee, because or in respect of this Mortgage or the making of any transfer of the Premises.

18. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois. If any provision of this Mortgage shall be interpreted in such a way as to be invalid, unenforceable or prohibited by applicable law, such provisions shall be ineffective to the extent of such invalidity, unenforceability or prohibition, and the remainder of such provisions of this Mortgage shall survive.

19. Mortgagee shall have the right to foreclose the lien of this Mortgage by the sale of the Premises, including all expenditures and expenses which are incurred in connection with the foreclosure, including attorneys' fees, expenses and costs of procuring all abstracts of title, title searches and examinations, title insurance, title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure or to defend after entry of the foreclosure judgment, may be estimate by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee in connection with any probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as a creditor or as a claimant, or any preparation for the commencement of any suit for the foreclosure of this Mortgage or the enforcement of any suit to collect upon or enforce the provisions of the Note or any instrument for the defense of any threatened suit or proceeding which might affect the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph by this Mortgage additional to that evidenced by the Note, with interest thereon as provided in the Note and then to principal; and, any surplus to Mortgagee or Mortgagee's assignee.

20. Upon, or at any time after the filing of a complaint to foreclose the lien of this Mortgage, an appointment may be made either before or after sale, without notice, without regard to the value of the Premises, or whether the Premises shall be then occupied, to collect the rents, issues and profits of the Premises during the pendency of the foreclosure proceedings, whether there be redemption or not, as well as during any further times when the mortgagee shall have the right to foreclose. Such receiver shall also have all other powers which may be necessary or proper in which the foreclosure suit is filed (any from time to time authorize the receiver to sell, lease, convey, or otherwise dispose of the Premises, or any part thereof, hereby, or secured by any judgment enforcing this Mortgage, or any tax, special assessment, judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note).

21. No action for the enforcement of the lien or of any provision of this Mortgage shall be maintained in an action at law upon the Note.

22. Mortgagee shall have the right to inspect the Premises as all reasonable times and to take possession of the Premises, including recording fees and otherwise, to release the lien of this Mortgage.

23. This Mortgage and all provisions hereof shall extend to and be binding upon the Mortgagor and all persons or parties liable for the payment of the Note, whether or not they shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally liable for the payment of the Note and the use of any gender shall be applicable to all genders. The word "Mortgagor" shall include the Mortgagor and all persons or parties liable for the payment of the Note.

24. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the Mortgagor as trustee, and insofar as the trustee is concerned, is enforceable against the Mortgagor as trustee, because or in respect of this Mortgage or the making of any transfer of the Premises.

25. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois. If any provision of this Mortgage shall be interpreted in such a way as to be invalid, unenforceable or prohibited by applicable law, such provisions shall be ineffective to the extent of such invalidity, unenforceability or prohibition, and the remainder of such provisions of this Mortgage shall survive.

WITNESS the hand _____ and seal _____ of Mortgagee this _____ day of _____, 1993.

Suzanne Pawlisz

 Notary Public in and for said county

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

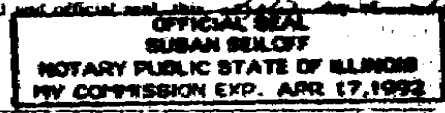
I, SUZANNE PAWLISZ, DIVORCED AND NOT REINSTATED, a Notary Public in and for said county, hereby certify that SUZANNE PAWLISZ, DIVORCED AND NOT REINSTATED personally known to me to be the same person(s) whose name(s) IS that S he signed and delivered the said instrument as HER Given under my hand and official seal, this _____ day of _____, 1993.

My Commission Expires: _____

Notary Public

99871015
 STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

I, SUZANNE PAWLISZ, DIVORCED AND NOT REINSTATED, a Notary Public in and for said county, hereby certify that SUZANNE PAWLISZ, DIVORCED AND NOT REINSTATED personally known to me to be the same person(s) whose name(s) IS that S he signed and delivered the said instrument as HER Given under my hand and official seal, this _____ day of _____, 1993.



My Commission Expires: _____

Suzanne Pawlisz

 Notary Public

ASSOCIATED BANK CHICAGO
BY: BOSS H. CARLSON, ASST. VICE PRES.
200 E. RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601

UNOFFICIAL COPY

DATED DECEMBER 21, 19 90, EXECUTED

BY SEZANNE PAWLISZ, DIVORCED, NOT SINCE REMARRIED ("MORTGAGOR")
AND IN FAVOR OF
ASSOCIATED BANK
300 EAST RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

This Rider is entered into this 21ST day of DECEMBER, 19 90 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 DOVENMUEHLE MORTGAGE, INC.
Prior Mortgagee a Mortgage dated OCTOBER 26 19 88 and recorded in the Office of the Recorder of Deeds of COOK County, Illinois as Document No. 88510420 (Prior Mortgage) upon certain premises in COOK County, Illinois, described as follows:

LOT 3 AND THE NORTH 5 FEET OF LOT 4 IN BLOCK 6 IN MERCHANT'S MADISON STREET ADDITION, IN THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.L.N.: 16-18-216-003

and commonly known as 705 CLARENCE AVENUE OAK PARK, ILLINOIS 60304, and

WHEREAS the Prior Mortgage was given to secure a promissory note in the principal amount of SIXTY-SIX THOUSAND AND NO/100 (\$ 66,000.00) Dollars plus interest and future advances as therein provided; and

WHEREAS the amount presently outstanding under the Note and Prior Mortgage is SIXTY-SIX THOUSAND AND NO/100 (\$ 66,000.00) 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 Mortgagee a Home Equity Line of Credit in the amount of TEN THOUSAND AND NO/100 (\$ 10,000.00) Dollars, upon the security of the Mortgage against the premises

described above which is junior to the Prior Mortgage; and

WHEREAS Mortgagee agrees that as a condition to the extension of the aforesaid Home Equity Line of Credit, Mortgagee 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 Mortgagee and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagee hereby agrees as follows:

- (a) That Mortgagee 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 recitation 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 Mortgagee 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 and seal of Mortgagee the day and year set forth above:

Suzanne Pawlisz
SUZANNE PAWLISZ

As Trustee Under A Trust Agreement

Dated _____ 19 _____

and known as Trust No. _____

AND NOT PERSONALLY

By _____

By _____

STATE OF ILLINOIS

COUNTY OF COOK

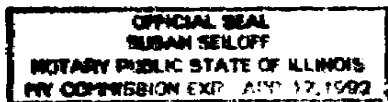
91013866

I, Suzanne Pawlisz, a Notary Public in and for said county and state, do hereby certify that SUZANNE PAWLISZ, DIVORCED AND NOT SINCE REMARRIED

personally known to me to be the same person as above named, IS _____ subscribed to the foregoing instrument, appeared before me this day in person,

and acknowledged that S/he signed and delivered the said instrument as HER free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal, this 2nd day of JANUARY, 19 91



Susan Seloff
Notary Public

My Commission Expires _____

Box 236

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I hereby certify that...

...named to the foregoing instrument as such...
...appeared before me this day in person and acknowledged that they executed the...
...instrument as their own free and voluntary act, and to the uses and purposes therein...
...acknowledged that...
...said instrument as...
...under my hand and official seal, this... day of...

...personally known to me to be the same persons whose...
...instrument as their own free and voluntary acts, and...
...of said corporation affixed the said corporate seal of said...
...corporation as Trustee, for the uses and purposes therein...
...did not...
...of said...
...of said...
...of said...

Commission Expires:

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