

91125345

DEPT-01 RECORDING \$19.00  
T#5555 TRAN 7076 03/20/91 14:25:00  
#7110 + E \*-91-125345  
COOK COUNTY RECORDER

Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 14th day of March 1991, between the Mortgagor, First State Bank & Trust Company of Park Ridge under Trust Agreement Dated July 30, 1984 and known as Trust Number 1633 (herein, "Mortgagor"), and the Mortgagee, Northern Trust Bank/O'Hare N.A., an Illinois banking corporation, with its main banking office at 8501 West Higgins Road, Chicago, Illinois 60631 (herein, "Mortgagee").

WHEREAS, Mortgagor has entered into Northern Trust Bank/O'Hare N.A. Equity Credit Line Agreement (the "Agreement") dated March 14th, 1991, pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal balance of \$147,000.00 (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on March 14th, 1996, or such later date as Mortgagee shall agree, but in no event more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgagee the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of Cook State of Illinois, which has the street address of 22 Park Lane #315, Park Ridge Illinois 60068 (herein "Property Address"), legally described as:

See Attached Exhibit "A"

91125345

Permanent Index Number 09-27-306-145-1076

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagor by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a refund of the unearned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

This document prepared by: Debra L. Dominic

Northern Trust Bank/O'Hare N.A.

8501 West Higgins Road,  
Chicago, Illinois 60631

1900

BOX 334

UNOFFICIAL COPY

Property of Cook County Clerk's Office

manner designated herein. 14. Governing Law; Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision of this Mortgage or the Agreement conflicts with applicable laws, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

15. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Agreement), and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of Mortgagee, 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 Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that Mortgagee may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

18. Conversion to Installment Loan. Pursuant to the Agreement, Mortgagee may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event be due and payable on or before 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.

This mortgage is executed by First State Bank & Trust Company of Park Ridge, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on First State Bank & Trust Company of Park Ridge or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness arising hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

In witness whereof, First State Bank & Trust Company of Park Ridge, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

19. Acceleration; Remedies. Upon Mortgagee's breach of any covenant or agreement of Mortgagee under this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgagee shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagee shall pay all costs of recordation of the release, if any.

22. Waiver of Homestead. To the extent permitted by law, Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Mortgagor: First State Bank & Trust Company of Park Ridge under Trust Agreement dated July 30th, 1984 and known as Trust Number 1463

Mortgagor

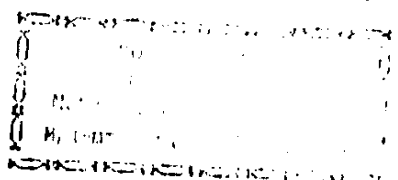
FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, as Trustee as aforesaid and not personally:  
BY: Charles S. Sims  
Assistant Trust Officer  
ATTEST: Robert J. Kowall  
Assistant Trust Officer

subject to the execution provisions attached hereto and made a part hereof.

subject to the execution provisions attached hereto and made a part hereof.

9125345

STATE OF ILLINOIS, ss.  
COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Trust Officer and Assistant Trust Officer of FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, Greater, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and as the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of

June, 1984.  
Charles S. Sims  
Notary Public

3. **Charges; Liens.** Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagee (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all receipts for payments of premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest,

including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor has offered to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

9. **Mortgagor Not Released.** No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.

10. **Forebearance by Mortgagee Not a Waiver.** Any forbearance by Mortgagee in exercising any right or remedy under the Agreement, hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. **Legislation Affecting Mortgagee's Rights.** If enactment or expiration of applicable law has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the

91125345



# UNOFFICIAL COPY

101-9999 (1/1989)

4 1 1 2 5 3 4 5

Chicago, Illinois 60631

8501 West Higgins Road,

Mail To: Northern Trust Bank/Over N.A.  
Attn: JAMES CRAIG

NOTARY PUBLIC

My commission expires \_\_\_\_\_

Given under my hand and official seal, this day \_\_\_\_\_ of \_\_\_\_\_

acknowledged that \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_

that \_\_\_\_\_ appeared before me this day in person, and \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

Notary Public in and for said county and state, do hereby certify \_\_\_\_\_

State of Illinois  
County of \_\_\_\_\_

SS

Property of Cook County Clerk's Office

91125345

19. Acceleration; Remedies. Upon mortgagee's breach of any covenant or agreement of mortgagee in this mortgage, including the covenant to pay when due any sums secured by this mortgage, or the occurrence of an event of Default under the Agreement, which events of Default are incorporated herein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this mortgage by judicial proceeding; provided that Mortgagee shall notify Mortgagee at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagee's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of

15. Mortgagee's Copy. Mortgagee shall be furnished a conformed copy of the Agreement and of this mortgage at the time of execution or after recording hereof.

14. Governing Law; Severability. This mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this mortgage or the Agreement conflicts with applicable laws, such conflict shall not affect other provisions of this mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this mortgage.



# UNOFFICIAL COPY

9 | 1 | 2 | 5 | 3 | 4 | 5

## EXHIBIT "A"

### Parcel 1:

Unit 315 as delineated on survey of the following described parcel of real estate (hereinafter referred to as parcel): That part of Lots 2, 3 and 4 in Ann Murphy Estate Division of land in Section 27, and Section 28, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the South line of the North 1/2 of Lot 4 aforesaid and the West line of the East 840.00 feet of Lots 3 and 4 aforesaid (said intersection point and point of commencement being assigned co-ordinates of 2000.00 North and 2000.00 East; and South line of the North 1/2 of Lot 4 aforesaid being assigned in Bearing of South 90 degrees 00 minutes 00 seconds West along said South line 124.00 feet; thence North 00 degrees 00 minutes 00 seconds West (at right angles thereto) 116.00 feet to a point having coordinates 2116.00 North and 1876.00 East, said point being the point of beginning of land herein described; thence continue North 00 degrees 00 minutes 00 seconds West 361.00 feet to coordinates 2477.00 North and 1876.00 East; thence North 65 degrees 46 minutes 20 seconds West 65.80 feet to coordinates 2504.00 North and 1816.00 East; thence North 00 degrees 00 minutes 00 seconds West 4.00 feet, thence North 90 degrees 00 minutes 00 seconds West 67.00 feet; thence South 00 degrees 00 minutes 00 seconds West 186.00 feet; thence South 90 degrees 00 minutes 00 seconds West 85.00 feet, thence North 00 degrees 00 minutes 00 seconds West 127.00 feet; thence North 90 degrees 00 minutes 00 seconds West 115.00 feet; thence South 00 degrees 00 minutes 00 seconds West 141.00 feet; thence South 90 degrees 00 minutes 00 seconds West 140.00 feet; thence South 00 degrees 00 minutes 00 seconds East 122.00 feet; thence South 90 degrees 00 minutes 00 seconds East 347.00 feet, thence South 00 degrees 00 minutes 00 seconds East 70.00 feet, thence South 90 degrees 00 minutes 00 seconds East 120.00 feet to the point of beginning in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by La Salle National Bank, as Trustee under Trust Number 44427, recorded in the Office of the Recorder of Cook County, Illinois as Document 22996722 together with an undivided .794 percent interest in said parcel (excepting from said parcel all the property and space comprising all the units as defined and set forth in said declaration and survey)

### Parcel 2:

Easements for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Easements, covenants and restrictions for Park Lane Community Association, recorded February 13, 1975 as Document 22996721 and as created by deed from La Salle National Bank, as Trustee under Trust Number 44427 to Richard L. Gibbons and Patricia M. Gibbons, dated August 5, 1976 and recorded August 25, 1976 as Document 23810790, in Cook County, Illinois.

91125345

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11



**UNOFFICIAL COPY**  
**BENEFICIARY'S ADDENDUM TO RIDER 3 4 5**

1. The undersigned, owning all the beneficial interest in the Trust (as defined in the foregoing Rider) hereby represent(s) and warrant(s) that Mortgagor has full power and authority to execute the Mortgage as security for the Agreement.

2. The undersigned agree(s) to cause Mortgagor to comply with all the terms of the Mortgage and shall take any action necessary to cause such compliance. A default by the undersigned under this Addendum to Rider shall constitute a default under Section 7 of the Agreement and paragraph 19 of the Mortgage.

3. The undersigned waive(s) any right of homestead that the undersigned may now or hereafter have in the Property or in any beneficial interest therein.

4. All defined terms shall have the meanings ascribed to them in the Mortgage described in the foregoing Rider.

IN WITNESS WHEREOF, the undersigned has/have executed this Addendum to Rider on March 14, 1991.

Myron Audino

X *Myron Audino*

State of Illinois

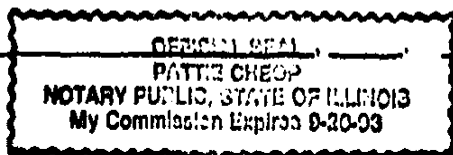
County of \_\_\_\_\_

} ss:

I, PATRICIA CHEOP, a Notary Public in and for said county and state, do hereby certify that MYRON AUDINO appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14<sup>th</sup> MARCH, 1991.

My commission expires \_\_\_\_\_



*Patricia Cheop*  
NOTARY PUBLIC

91125345

UNOFFICIAL COPY

Property of Cook County Clerk's Office

RIDER TO MORTGAGE (Land Trust)

THIS RIDER is attached to and made a part of that certain Equity Credit Line Mortgage dated as of March 14th 1991, between Mortgagor, First State Bank & Trust Company of Park Ridge

as trustee under trust agreement dated July 30th 1984, and known as Trust Number 1463 (herein, "Trust"), and Mortgagee, Northern Trust Bank/O'Hare N.A. Mortgagor hereby agrees as follows:

1. The Whereas clause is amended to read as follows:

"WHEREAS, Myron Audino

being one or more beneficiaries of the Trust of which Mortgagor is trustee (hereafter, whether one or more, "Beneficiary"), has/have entered into Northern Trust Bank/O'Hare N.A. Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated March 14th 1991, pursuant to which Beneficiary may from time to time borrow from Bank amounts not to exceed the aggregate outstanding principal balance of \$147,000.00 (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on March 14th 1996, or such later date as Bank shall agree, but in no event more than 20 years after the date of this Mortgage. Mortgagor has been directed to grant this Mortgage to secure Beneficiary's obligations and any subsequent beneficiary's obligations under the Agreement and as hereinafter set forth;"

2. This Mortgage shall secure Beneficiary's obligations under the Agreement, as more fully set forth in the granting clause of this Mortgage and any successor beneficiary's (ies') obligations under the Agreement and shall be binding upon the property of the Trust and the Premises whether Beneficiary or any successor beneficiary has the beneficial interest in such property and Premises.

IN WITNESS WHEREOF, Mortgagor has executed this Rider as of March 14 1991

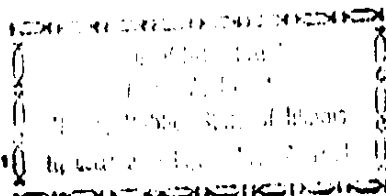
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the trustee or for the purpose or with the intention of binding said trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE or any of the beneficiaries under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally but as trustee as aforesaid, has caused these presents to be signed by its Assistant Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, as trustee as aforesaid and not personally.

By: [Signature] ASSISTANT TRUST OFFICER
Attest: [Signature] ASSISTANT TRUST OFFICER

STATE OF ILLINOIS COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Trust Officer and Assistant Trust Officer of First State Bank & Trust Company of Park Ridge, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th day of March 1991

subject to the excepted provisions attached hereto and made a part thereof.

9125345

subject to the excepted provisions attached hereto and made a part thereof.





NOTARY PUBLIC

My commission expires \_\_\_\_\_

Given under my hand and official seal, this \_\_\_\_\_

for the uses and purposes therein set forth.

acknowledged that \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act,  
herby certify that \_\_\_\_\_ appeared before me this day in person, and  
I, \_\_\_\_\_, a Notary Public in and for said county and state, do

State of Illinois  
County of \_\_\_\_\_

} ss:

is:

by:

as trustee and not individually

RIDER TO MORTGAGE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office