This Home Equity Line of Credit Mortgage is made this 31stday of the Mortgagor, P. CRAIG MODES ITT AND THOUSENED MODES ITT

EW-MODESITI (herein "Borrower"), and the Mortgages, <u>RIVER FOREST</u> whose

BANK AND TRUST COMPANY Street. River Forest. 60303 11

(herein "Lender").

WITHESSETH:

WEREAS, Borrower and Lender have entered into a RIVER FOREST STATE BANK AND TRUST COMPANY

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LOT 12 AND THE SOUTH 2.5 FEET OF LOT 13 IN SUBDIVISION OF BLOCK 14 (EXCEPT THE SOUTH 150 FEET OF THE EAST 173.75 FEET THEREOF) IN QUICK'S SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 LYING NORTH OF LAKE STREET IN SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY IN MY

1991 AUG -2 AM 11: 27

91389732

Permanent Tax Number: 15-17-27-002-0000
which has the address of 627 legkson. River Forest. IL 60305

(the "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and grainights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Miningage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) are herein inferred to as the "Property".

Borrower covernants that Borrower is larruity seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower ill varient 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 Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

Borrouer and Lender coverant and agree as follows:

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In Pagement of Principal and Interest. Derouer shall promptly pay when due the principal or and interest of the in

## **UNOFFICIAL COPY**

9. Borrower Not Released. Extension of the time for payment or modification of any other terms of the Agreement or this Mortgage granted by Lander to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Maiver. Any forbearance by Lender in exercising any right or remedy under the Agreement or 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. 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 Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower 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.

contained shall bit. Contained and state and several a temperative sections of the degree of the provisions of paragraph in hereof. All coverants and agreements of prover shall be joint and several. The captions and headings of the paragraphs of this Mortage are for convenience only and are not to be used to interpret or define the provisions hereof.

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10. Surrower and the state of the contained of the co

20. Release. Upon payment of all sums secured by this Mortgag; and termination of the Agreement Lander shall release this Mortgage without charge to Borrower. Mortgagor shall pay all costs of econdation, if any.

21. Walver of Mountained. Borrower hereby waives all right of homestand exemption in the Property.

16/45

CFETO MODEST dadith Moen-Modesitt

STATE OF ILLINOIS COUNTY OF COOK ss.

(m) ( , a Notary Public in and for said county and state, do hereby cirtify that be the same person(s) whose subscribed to the foregoing instrument appeared before me this day in person and acknowledged that signed and delivered the said instrument as TAP. free and voluntally act, for the uses and orth. GIVEN under my hand and notarial seal, this 3/34 day of July 1. 1941. Madge H dend

Hotary Public

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OFFICIAL SEAL JOANNA L. KMIEC NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. OCT. 15,1991

Reported By & Mail So Rever Lorest State Bank 1727 W. Fake Al bak Park, Il wo 200