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## **Equity Credit Line Mortgage**

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THIS EQUITY CREDIT LINEMORTGAGE is made this 9th day of July, 1992 Ira N. Helfgot and Maureen McGuire Helfgot, married to each other

, between the Morigagor

(herein, "Mortgagor"), and

the Mortgagee, The Northern Pract Company, an Illinois banking corporation, with its main banking office at 50 South La Salle Street, Chicago, Illinois 60675 (herein, "Mortgagee").

WHEREAS, Mortgagor has entered into The Northern Trust Company Equity Credit Line Agreement (the "Agreement") dated July 9, 1992, pursuant to which Mortgagor may from time to time borrow from Mortgagoe amounts not to exceed the aggregate outstanding principal balance of \$50,000.00 (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 June 15, 1997, 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 Mortgages the copayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance he ewill to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby nicetes, grant, warrant, and convey to Mortgages the property tocated in the County of State of Illinois, which has the street address of 1412 S. Washington

Park Ridge, IL 60068

(herein "Property Address"), legally described ag

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

Mortgagor covenants that Mortgagor is inwfully selzed 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 till claims and demands, subject to any provinces, declarations, essentents, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagoe's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows:

- 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 Mortgages under the Agreement and paragraph I hereof shall be applied by Mortgages first in payment of amounts payable to Mortgages by Mortgager under this Mortgage, then to interest, fines, and charges payable parauant 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 uncarned 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 accreed 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:
Rose A. Ellis, Esq.
The Northern Trust Company

50 S. Le Salle Street Chicago, Illinois 60675

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manner designated herein. 14. Governie shall be governed by the law 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 Mortages or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Murtgage and the Agreement are deciated to be severable; provided that Mortgages may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

- 15. Mertgager'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 Louis This Mortgage is given to secure a revolving credit loss unless and until suc's lo in is converted to an installment loss (as provided in the Agreement), and sny it so ture not only presently existing indebtedness under the Agreement but also iv; in 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 ine 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 an at anding at the time any advance is made. The lien of this Mortgage shall be valid governal indebtedness secured hereby, including future advances, from the tile 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 in these or decrease from time to time, but the total unpaid principal balance of and and ness secured hereby (including disbursements that Mortgagee may make a ider this Morigage, 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 excessments levied on the Property given priority by law.

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dies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in 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 nutify 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 forectosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

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

20. Assignment of Reats; Appointment of Receiver; Mortgages in Possession. As additional accurity 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 abanduament 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 pomession 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. Mortgages 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 mithout charge to Mortgagor. Mortgagee shall pay all costs of recordation of the release, if any.

22. Warrer of Homestend. To the extent permitted by law, Mortgagor hereby selectes and walves all rights under and by virtue of the homestead exemption I ex of Illinois.

IN WITNESS WHERBOF, Mortgagor has executed this Mortgage Maureen McGuire Heligot

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

appeared before me this day in person, and

free and voluntary act, for the uses and

1.	Mar	1a D. F	rado	
that Ira	N. Heltg	ot and Mai	reen McGuire	Heligot
acknowle	dged that	tricy	signed and deliver	ed the said instru
	therein set forth			
Give	n under my hand	and official seal,	this day 154	<u>ጎ</u>
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"OFFICIAL SEAL" MARIA D. PRADO Notary Public Cook County, Iffinois My Commission Explires A grist 9, 1995

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State of Ellinois County of Coc K UNOFFICIAL COPY

EXHIBIT A

LOT 7 AND THE NORTH 5 FEET OF LOT 8 IN BLOCK 3 IN TALCOTT TERRACE REINS A SUBDIVISION OF LOT 2 IN THE DIVISION OF 42 ACRES OF LAND, THE WEST LINE DRAWN PARALLEL WITH THE EAST LINE THEREOF, AND BEING ALL OF LOT 1 IN ASSESSOR'S DIVISION OF THE NORTH EAST OWARTER OF SECTION 1 AND THE EAST PART OF LOT 2 IN ASSESSOR'S DIVISION OF THE NORTH EAST OWARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 12-02-218-023

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