

10. "Liabilities" means any and all liabilities of the Mortgagor or any other person or entity...

11. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal...

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage...

13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings...

14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee...

15. No action for the enforcement of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

17. If the Mortgagor tenders payment in full of the Liabilities secured by this Mortgage, then Mortgagee agrees to release the lien of this Mortgage. Mortgagee shall pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby...

19. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof...

20. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law...

WITNESSES the hand S and seal S of Mortgagor the day and year set forth above.

92604057 92565856

ALEXANDER DIMITRIEF, JILL C. DIMITRIEF

As Trustee Under Trust Agreement Dated and known as Trust No. AND NOT PERSONALLY

By: By:

STATE OF ILLINOIS COUNTY OF Cook

1. JOAN M. REED, Notary Public in and for said county and state, do hereby certify that ALEXANDER DIMITRIEF AND JILL C. DIMITRIEF, IN JOINT TENANCY personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument...

My Commission Expires: STATE OF ILLINOIS COUNTY OF

OFFICIAL SEAL: JOAN M. REED, Notary Public, State of Illinois, My Commission Expires 16, 1997

Signature of Joan M. Reed, Notary Public

1. Notary Public in and for said county and state, do hereby certify that of of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts...

My Commission Expires:

Notary Public

THIS INSTRUMENT PREPARED BY
ASSOCIATED BANK
BY: ROSS H. CARLSON, A.V.T.
200 E. RANDOLPH DR.
CHICAGO, IL 60601

UNOFFICIAL COPY

RIDER TO HOME EQUITY LINE OF CREDIT MORTGAGE
DATED JULY 13, 1992, EXECUTED
BY ALEXANDER DIMITRIEF AND JILL C. DIMITRIEF, IN JOINT TENANCY ("MORTGAGOR")
AND IN FAVOR OF HIS WIFE
ASSOCIATED BANK
200 EAST RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601 ("MORTGAGEE")

This Rider is entered into this 13TH day of JULY, 1992 by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered a part of the Mortgage.

WHEREAS, Mortgagor has previously granted to NORTHERN TRUST COMPANY ("Prior Mortgagee") a Mortgage dated JULY 23, 1991 and recorded in the Office of the Recorder of Deeds of COOK County, Illinois as Document No. 91377647 ("Prior Mortgage") upon certain premises in COOK County, Illinois, described as follows:

THAT PART OF LOTS 6 AND 7 IN BLOCK 29 IN GLENCOE IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID BLOCK 29, 50 FEET NORTHWESTERLY FROM THE SOUTHEAST CORNER OF SAID BLOCK 29, (MEASURED ALONG THE EASTERLY LINE OF SAID BLOCK 29); THENCE NORTHWESTERLY ALONG SAID LINE, 50 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID LINE, 200 FEET TO AN ALLEY; THENCE SOUTHEASTERLY ALONG SAID ALLEY 50 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID ALLEY, 200 FEET TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 05-07-113-017-0000

and commonly known as 660 BLUFF STREET, GLENCOE, ILLINOIS 60022; and WHEREAS, the Prior Mortgage was given to secure a promissory note in the principal amount of FOUR HUNDRED THOUSAND AND NO/100-

(\$ 400,000.00) Dollars plus interest and future advances as therein provided; and WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is THREE HUNDRED NINETY-EIGHT THOUSAND EIGHT HUNDRED AND NO/100-

(\$ 398,800.00) 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 Mortgagor a Home Equity Line of Credit in the amount of FIFTY THOUSAND AND NO/100- (\$ 50,000.00) Dollars, upon the security of the Mortgage against the premises described above which is junior to the Prior Mortgage; and

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

- (a) That Mortgagor 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 recordation hereof.
- (c) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and neuter and vice versa. **92565856**
- (d) This Rider shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties herein.
- (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 Mortgagor 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 S _____ and seal S _____ of Mortgagor the day and year set forth

X _____
ALEXANDER DIMITRIEF
X _____
JILL C. DIMITRIEF
92604057

As Trustee Under A Trust Agreement
Dated _____ 19____
and known as Trust No _____
AND NOT PERSONALLY

By: _____
in _____
By: _____
in _____

STATE OF ILLINOIS

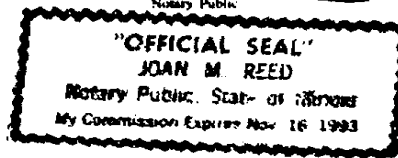
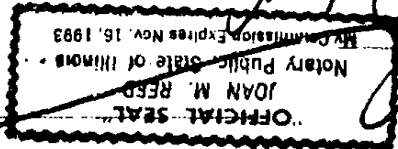
COUNTY OF COOK

JOAN M REED

_____, a Notary Public in and for said county and state, do hereby certify that ALEXANDER DIMITRIEF AND JILL C. DIMITRIEF, IN JOINT TENANCY

personally known to me to be the same person(s) whose name(s) ARE HIS WIFE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal, this 13th day of July, 1992.



My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF _____

} SS

I, _____, a Notary Public in and for said County, in the State
aforesaid, do hereby certify that _____
of _____ and _____
_____ of said corporation, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument as such _____ and _____
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 corporation, as Trustees, for the uses and purposes therein set forth; and the said _____ did state
that and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said
corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation as Trustees, for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 19 _____.

Notary Public

My Commission Expires: _____

Property of Cook County Clerk's Office

92565856

92604057

DEPT-01 RECORDING 027.00
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COOK COUNTY RECORDER

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