THIS INSTRUMENT PREPARED BY THIS INSTRUMENT BEING RE-RECORDED TO ADD MORTGAGOR'S MARITAL STATUS
FUTE IS A JUNIDA MORTGE GRO ASSOCIATED BANK BY: ROSS H. CARLSON, A.V.P. ASSOCIATED BANK 200 E. RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 200 East Randolph Drive, Chicago, Illinois 60601 HOME EQUITY LINE OF CREDIT MORTGAGE

QOEF EREE

	Variable Rate - WSJ Prime	UNGCUCIO
THIS MORIGAGE, dated JULY 13	10 92 to between	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
<u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u>		
IFE IN JOINT TENANCY		DEPT-01 RECORDING
"Mortgagor") and the Associated Bank, Chicago, Illinois ("Mortgagee")		T#1111 TRAN 3254 87/31/92 13:43:00
	WITNESSETH:	43818 + A ×-92-565856
Mortgagor has executed a Home Equity Line of Credit Note dated the	he same date as this Mortgage payable to the order of Mi	ortgaged (the New ): In this Edwish principal amount of
\$ 50,000,00 (the "Line of Credit"). Monthly no	eyments of the accrued interest on the Note or \$50.00.	whichever is greater, shall be due and pavable beginning

on SEPTEMBER 1 19.22 and continuing on the same day of each month them is an unpaid principal balance on the Note thereafter, and the entire unpaid Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to FIVE (5.00 %) percent per annum in excess of the Variable Rate Index. In the event any required monthly payment is not received by the Mortgages within 10 days from the date such payment is due, the Mortgages may charge and colf. A late charge of five percent (5%) of the minimum monthly payment, with a minimum late charge of 5500 and a maximum late charge of \$2500. Mortgager has the right to prepared in any part of the aggregate unpaid principal balance of the Note at any time, without penalty

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17. Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the 1 ofe, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whother or not there is any indebtedness outstanding at the time this Mortgage is executed and without regard to whother or not there is any indebtedness outstanding at the time any advance in made. To secure persent of the Mortgage is executed and without regard to whother or not there is any indebtedness outstanding at the time any advance in made. To secure persent the indebtedness is middled to be not believed, including any and all renewals and extensions of the Noise, Mortgager does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgager's estate, right, title and interest in the real estate situated, lying and being in the County

of COOK and State of Illinon, to ally described as follows:

THAT PART OF LOTS 6 AND 7 IN SLOCK 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.

The above described real estate is referred to bermi as the "Premises", together with all improvements, buildings, tenements, bereditaments, appartenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, unastring without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stores and water heaters, whether new on or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. Non-purchase money security interests in household goods are excluded from the security interest granted herein. The Permanent Index Number of the Premises is.

OS-07-113-017-0000

The common address of the Premises is

**92**56585**6** 

660 BLUTT STREET, GLENCOE, ILLINOIS 60022

92604057

Nowithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgager of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of own, observed interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

Mortgager does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and posts of the Premises, including without limitation, all rents, issues, 'profus, revenues, royalties, bonouses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for sociarity under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, suce for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal evorenant applicable to Mortgager only, and not as a limitation or condition hereof and not available to anyone other to be Mortgagee, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgage, may collect, receive, and unity such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Hi axis pad Baemption Laws of the State of Illinois.

Further, Mortgagor coverants and agrees as follows:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements new or hereafter on the Premises of the State of Illinois.

Premises in good condition and repair, without waste, and, except for this Mortgage and any prior mortgages or trust deed, previously approved by Mortgagee in writing, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebedness which may be secured by a lien or

of construction upon the Premises; (e) comply with all requirements of all taws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved by Mc (angle) in writing; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagor taxes or charges, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by attaches, any tax, assessment are or charges becoming delinquents.

3. Upon the request of Mortgagor, Mortgagor shall deliver to Mortgagor shall desses of all or any portion of the Premises, together with assignments shall be in form and substance satisfactory to Mortgagor; shall not, without Mortgagor's prior will an consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereb; running understanding from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagor, and such awards or any part thereof may be applied by Mortgagor, after the payment of all of Mortgagors, to execute and deliver valid acquirtances and to appeal from any such award.

assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's, textuding coats and attorneys' and parallegals' less, to the reduction of the adobtoness occured hereby and Mortgagee with respect to the Liabilities, this Mortgage or the Premises and to appeal from any such award.

No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right; or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises in located in a flood heard zone. Each insurance policy shall be for an amount sufficient to pay in full the constitution of replacing or reparting the buildings and improvements in the Premises and, in no even less than the principal amount of the Note Mortgagor shall doubt in liability murance which is acceptable to Mortgagee. All officients have been a shall be possible, in case of insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee with the follows all mutance policies, including additional and renewal policies. To Mortgagee and Mortgagee is a policies in the respect to the respective dates of experiation. Each insurance policy shall contain a lender's loss payable to experiments of mortgagee and Mortgagee may but need not, make a

of the fren, encumbrance, security interest, tax, assessment, sale, forfeiture, tax tion or title or claim thereof.

9. Upon Default, at the sole option of Mortgages, the Note and/or any other Liabilities shall become immediately due and payable and Mortgager shall pay all expenses in furnishing including attorneys' and paralegals' fees and expenses incurred in connection with the dispositive of the Premier. The term "Dathast" when used as this inferrings, has the same measure of inferrings and including the dispositive of the Premier to the Mortgager to completely care any Cause for Default and to deliver to the Mortgager to completely care any Cause for Default and to deliver to the Mortgager to completely care any Cause for Default and to deliver to the Mortgager to completely care any Cause for Default and to deliver to the Mortgager to completely care any Cause for Default and to deliver to the Mortgager to completely care any Cause for Default and to deliver to the Mortgager to completely care any Cause for Default and to deliver to the Mortgager to completely. The care "Cause for Default under the House shall be deliver the House the Bullet at under the House shall be delivered to the Mortgage. The care "Cause for Default under the House shall be delivered to the Mortgage to care for the events, conditions or acts duffined as a "Cause for Default" on the Note, such date or the Mortgage for our fundament of the Note or Landshitten to accordance with these are the Mortgage.

TO BE DELETED WHEN THIS MORTGAGE IS NOT EXPOSITED BY A LAND TRUST

e or this More interests becauseler, including edvicing interests becauseler, including edvicing as accured by this Mortgage shall not er on the property subject to this Mortga ed aucurity interests be or insurance on the prop expanses relating to the authors se index" means the rate of late vest of the Note and thes moreover, prove the case, published in The Well Street Journal in the "Money Rates" comments on the them one, published in The Well Street Journal in the "Money of the next billing cycle date of any change in the Veriable Rate index will be the finest of the next billing cycle under the Note from month to month with or without action by the Beak or the underrige modern the Note whether from any past or future principal advances thereunder. In the or the content of the co 31. "Vegrance Rate index." scene the rate of interest, or the highest to of each month as the "Prime Rate" for the preceding business day. The of the change in the Veriable Rate Index. The Veriable Rate Index cappicable to all the custometing in the Veriable Rate Index will be applicable to all the custometing in Biraget Jacourum Stam" in the The offi change in the Variable Rate Index. The Variable Rate Index. One fluctuate under the None underer from one past or fluctuate under the None underer from one past or fluctuate under principal devenues the manufact. In the Variable Rate will be applicable to all the contensation in debedomes under the None underer from one past or fluctuate principal devenues the media of the Prissa Rate" in the "Prissa Rate 5. No action for the enforcement of a line or 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.

Mortgage shall have the right to the provise premises at all reasonable times and access thereto shall be permitted for that purpose.

If the biorigage unders payment in full of a Liabilities secured by this Mortgage, then Mortgage agrees to release the lies of this Mortgage. Mortgage and otherwise, to release the tier of this Mortgage.

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Mortgage and a law in the state of the province of all persons or parties claiming by, under or through Mortgage.

The word "Mortgage and exhibit also include all persons or parties that have executed the Note or this Mortgage. Each Mortgage? Is all be pountly and severally obligated hereunder. The singular shall include the plantal shall mean the elegater and the use of any gender shall be applicable to all genders. "The violage includes the successors and assigns of Mortgage.

19. In the event the Mortgage is a land trustee, then this Nortgage is executed by the undersigned, not personally, but as trustee in the executes of the power and authority confirmed upon and sets the trustee, and insufar as the trustee is concer and, a payable only out of the trust estate which in part is accurating the payment hereof, and thrustee is an execution of the mortgage or in expect of this Mortgage are the making, issue "trustee the original payment hereof, an personal liability shall be inserted or the sandorname and exclusions of this Mortgage shall be interpreted in such manner as "trustee the mortgag WITNESS de bend 5 and and 8 ... of Mortgagor the day and ye e Umf 2 / Trust Ass and known as Trust No. AND NOT PERSONALL STATE OF ILLINOIS COUNTY OF \_\_\_\_\_\_\_ COO & ALEXANDER DIMITRIEF AND JILL C. DIMITRIEF, JOINT TENANCY notes countify there . ARE n to one to be the taune person(s) whose name(s), THEIR T = Y... slamed and delik ed and official a "OFFICIAL S My Commission Expires JOAN M. REED Notary Public, Stat Hinos STATE OF ILLINOIS My Commission Expir 16 190 COUNTY OF a Notary Public to and for said county and a 1. by certify that stary act of said corporati own free and voluntary note, and as the free and wok a and purposes the orain nat fortit; m n of the corecests seed of told coreseration afficed the sold core did also than and there acknowledge that وبرون أيقوم ألته أمجب جنب ry act of said corporation as Trustes, for the uses and purposes t Oiven under my band met official sent, this

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WHEREAS, the amount presently outstanding u do U. Note and Prior Mortgage is THREE HUNDRED NINETY-EIGHT THOUSAND EIGHT WHEREAS, the Note and the right to make future advances the con secured by the Prior Mortgage are solely owned and heid by the Prior Mortgages and not as agent WHEREAS, Associated Bank has agreed to extend to Moriga or . Morne Equity Line of Credit in the amount of FIFTY THOUSAND AND NO/100-(\$ 10,000,00 Dollars, upon the security of the Mortgage against the premis described above which is junior to the Prior Mortgage; and WHIREAS, Mortgagor agrees that as a condition to the extension of the afores at 15,0me 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 Axics area Pank to extend and make a Home Equity Line of Credit available as aforesaid to Storgagor 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 othe, extensions of credit or energing into any other loan agreements or executing any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be a titled 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 musculine, the feminise and neuter and vice versa-(d) This Rider shall be binding upon and mure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto. (o) This Ruler shall be governed and construed by and in accordance with the law of the State of Illinois are may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagoe, which writing bears a date contemporaneous with or passequent to this Rider and specifically states that it does so modify, amend, after or rescind, in whole or in purt, this Rider. 

personally known to me to be the same person(s) whose name(s).

ARE

und acknowledged that The X signed and delivered the said instrument as

Given under my hand and notgrid seal, this The day of

My Commission Expires:

ETR free and volunthing act, for the uses and purposes berein set forth

Morest Change Modely Public of Blies Nov. 16, 1993

Notery Public Giele of Hings

"OFFICIAL SEAL"

Motory Public. State of Minnes

My Commission Expires Nov. 16, 1993

I,		Public in and for said County, in the Str
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names are subscribed to the foregoing instrument as such respectively, appeared before me that day in person and acknowledged to		
and volumery act of said corporation, as Trustee, for the uses and pury them and there acknowledge that	poses therein set forth; and the said	#/ #
corporation to said instrument as Own free and voluntary a  Civen under my hand and official soal, this day of.	ct, and as the free and volumery act of said corporation as Trust	
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