## UNOFFICIAL CO



## BANKEONE

## **Revolving Credit Mortgage**

and the Mortgagee BANK ONE, EVANSTON, MA. ("Mortgagee") whose address 800 DAVIS STREET EVANSTON II 6,0204  Mortgagor of Murgagor of Mortgagee and Mortgagee under certain conditions with making the mortgage date. (Street) (City) (State) (Zip Code) (Mortgagor of Mortgagor) which any if applicable) his entwend into a Home Equipy Limit of Credit Agriemment with the Mortgagee and proportion of the making of the Mortgagee under certain conditions with making the mortgage interest in time to time (Agriemment) with proportion of the Agriemment of the Mortgagor of Mortgagor of Mortgagor in Mortgagor of Mortgagor of Mortgagor of Mortgagor in Mortgagor of Mo	LIKILLE	M. POHL. HIS WIFE.	AS JOINT TENANTS	ar - aka - h websi a saasuur, waganba samarin na 19 apshi	namen sauge automorphism es el proposo d	ekkinka empo gropo opiopik enekkiko opi osobi i 1988. st
800 DAVIS STREET  (Street)  (Street)  (Cuty)  (Cuty)  (Cuty)  (Code)  Mostgagos or Mustgagos is burselocary in applicable) has entired into a Home Sculpty Line of Credit Agrinement with the Mostgage dated  Jegic Part Feb.  Jegic Part Part Part Part Part Part Part Part					104.0	Ma contract of the second
(State) (Cardy)  (Car	and the Mortgage					i") whose address is
Mortgagor is Murigagor is burielically if applicable) has entered into a Home Equity Linu of Credit Agreement with the Mortgagee deled \$\frac{1}{2} \text{ if } \t	800 DAVIS S	STREET				att eta atra agripura a la papa de la la de la
## 17 10 1/2 1/2 1/2 1/2 1/2 2 2 2 2 2 2 2 2 2 2		, ,	• • •		. ,	• •
applicable until the last business day of the 120th full calendar month following the date of the Agreement.  This Montage is given to second and an advanced in property of the property described below is located or advanced in accordance in the Montage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in rewith to protect the security in the Montage or an advanced in conformity with the illinois Montage Foreclosure Agreement. The maxim amount available under the Agreement and permitted or obligatory advances monitored bove, which may be outstanding any time and which is secured hereby shallful at any time exceed \$ 80,000,00.  In order to secure that epulyayment of the outs and on an approved in the Agreement, the payment of all other sums, with interest thereon as provided in the Agreement, the payment of all others sums, with interest thereon, advanced and to remeable of secure that equal the definition of the Agreement and in consideration of the outs and on a provided in the Agreement, the payment of all others sums, with interest thereon, advanced and the performance of the coverance and agreements of strong general contained hereins and of the Montagor or beneficiary of Montagor of the Payment of all others sums, with interest thereon, advances and the performance of the coverances made without larger than the Agreement is neutraline to the advances made without containing the performance of the coverance and advances made without contemporanceusly herewith or to be made in the County of COOK.  State of TUTIOUS and benefit of the County of TUTIOUS and described real property located in the County of COOK.  State of TUTIOUS and benefit of the County of Tutious and the sum of the County of the County of COOK.  PRINCIPAL MERITION, IN COOK COUNTY, ILLINOIS, 17 AND 18 IN PET-01 SCORDINGS.  PRINCIPAL MORTH, RANGE 13, EAST OF THE TUTION.  PRINCIPAL AND TO HOLD the same with Montagor to the Property and has the inferior provided in the Montagor						
atter this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordan in rewrith to protect the security in Mortgage or permitted to be advanced in conformity with the fillions Mortgage in the Recorder of the advanced in conformity with the fillions Mortgage in the Agreement. The maxim amount available under the Agreement is acclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding any time and which is secured hereby shall so a fing and unpaid individual and permitted or obligatory advances mentioned above, which may be outstanding any time and which is secured to represent the secure as provided in the Agreement, the payment of all other sums, with interest thereon, advanced may be dead in the Agreement of all other sums, with interest thereon, advanced with responsible of the covery is therefore defined for the payment is responsible or permitting or costs incurred to protection of the Poper and the performance of the coverants and agreements of Margager contained herein and of the Mortaggor or beneficiarry of Mortgagor (if applicable) in agreement and in consideration of the advances made wither contemporaneously herewith or to be made in the County of COOK.  State of LL(1804S) and described as follows:  LOT 1 IN THE RESUBBIVISION OF LCTS 15, 16, 17 AND 18 IN BLOCK 14 IN ARTHUR T, MCINTOSH'S CENTRALMODA ADDITION TO EVANSION, BETING A SUBDIVISION OF PART OF FRACTIONAL SECTION.  11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THERP DEPTHOLISE COWNINGS.  PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  THEY THE AGREEMENT AND BY IN THE AGREEMENT AND ADDITIONS THROUGH AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or horositist effects to the real property, all of which including replacements and ad thoors thereto, shall be desired in this Mortgage; and all of the foregoing, together with successors and assigns, together with all t	기가 가는 가 provides ambing othe applicable) until the	177 172 rer things that Mortgagee under clear to the 120th fi	as the same may be modified or ertain conditions will make loan ad- ill calendar month following the dat	extended and/or renewer vances from time to time to e of the Agreement.	a trom time to time o Mortgagor or Moi	e ("Agreement") which rigagor's beneficiary (f
In order to secure this repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extension of or renewals of same, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon as provided in the Agreement, the payment of all other sums, with interest thereon as provided in the Agreement in the payment of all other sums, with interest thereon as provided in the Agreement and or the sums, with interest thereon as provided in the Agreement and or the covenants and agreements of Mortgager contained herein and of the Mortgagor or observed or of the advances made (their contemporaneously herewith or to be made in the future, agreement and in consideration of the advances made (their contemporaneously herewith or to be made in the future).  Mortgagor does hereby mortgage, grant and convey to Mort gag le the following described real property located in the County of COOK.  State of LUCINOSS. and described as follows:  LOT 1 IN THE RESUBBLIVISION OF LOTS 15, 16, 17 AND 18 IN BLOCK 14 IN ARTHUR T. MCINTOSH'S CENTRAL MODE ADDITION TO EVANSTON, BETHE A SUBDIVISION OF PART OF FRACTIONAL SECTION.  11, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD.  PRINCIPAL MEKIDIAN, IN COOK COUNTY, ILLINOIS.  THYPYS TRAN BYIE 19/13/92 11/49/95 TRAN BY	after this Mortgage is nerewith to protect th	is recorded with the Recorder of he security is this Mortoage or pe	Deeds of the County in which the re imitted to be advanced in conformi	eal property described bel by with the Illinois Mortgag	low⊣s located or ad e Foreclosure Agro	fvanced in accordance gement. The maximum
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ELOCK 14 IN ARTHUR T. MCINTOSH'S CENTRALWOOD ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION  11. TOWNSHIP 41 NORTH, RANGE 13. EAST OF THE 7870 DEPT-61 SECORDINGS PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TW999 FRAN 9915 19/13/92 11:  #2193 # # 92 77/72/ COUNTY RECORDER  Common Address 2300 RIDGEWAY, EVANSTON, IL 60201  COUNTY RECORDER  COUNTY RECORD	COOK	State of	ILITIOUS and o	lescribed as follows:		
Property Tax No. 10-11-310-036  TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the reproperty, and all easements, rights, appurenances, rents, royaltias, mineral, oil and gas rights and profits and water rights and all influences now or hereafter to the real property, all of which, including replacements and ad titions thereto, shall be deemed to be and remaining profit the real property cover 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 to Property.  Aortgagor covenants that Mortgager is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgage will defend general her title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zonic estrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by HARRIS. BALLK.  WILMETTE , recorded with the Recorder of Deeds JULY 16, 1986.  County COOK as Document No 86297984 ("prior mortgage").  Mortgagor further covenants.  1 To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.	EVANSTON, 11, TOWNS	BEING A SUBDIVISIO HIP 41 NORTH, RANGE	N OF PART OF FRACTIO 13, EAST OF THE 747	NAI SECTION PD DEPT- TH999 #219	9 - FRAN 8916 3 日 - 共一学:	14/13/92 11:54 2:
Property Tax No. 10-11-310-036 TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the reproperty, and all easements, rights, appurenances, rents, royaltias, immeral, oil and gas rights and profits and water rights and all influences now or hereafter to the real property, all of which, including replacements and ad titions thereto, shall be deemed to be and remaining profit the real property cover 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 Mortgager is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgage will defend general her title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zonic estrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by HARRIS. BAHK.  WILMETTE , recorded with the Recorder of Deeds JULY 16, 1986.  **Ounty COOK as Document No 86297984 ("prior mortgage").**  Mortgagor further covenants.  1 To perform all the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to perfor such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.	Immento Address.	- 2200 DIDGEMAY TWA	NSTON TE 60204	0,		
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County COOK as Document No. 86297984 ("prior mortgage").  Integration of the covenants on the part of Mortgagor to be performed under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants. Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagor's beneficiary, if applicable for all sums so paid by it for the Mortgagor (and Mortgagor's beneficiary, if applicable) plus interest as hereinafter provided; if being specifically understood that although Mortgagee may take such curative action, Mortgagor's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of this Mortgage.	estrictions and that the	he Property is unencumbered ex	cept for the balance presently due o	on that certain mortgage h	eld of record by H,	ARRIS BAHK
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· · · · · · · · · · · · · · · · · · ·	To perform all the such covenants for all sums so understood that	he covenants on the part of Mortgo s Mortgogee herein may, at its opt paid by it for the Mortgagor (and it although Mortgagee may take	ion, do so: Mortgagee shall have a c I Mortgagor's beneficlary, if applic such curative action, Mortgagor's fi	laim against Mortgagor (a able) plus interest as hei	nd Mortgagor's ben reinafter provided;	neficiary, if applicable) : If being specifically
2.To keep and maintain all buildings now or hereafter situated upon the Property at all times in good repair and not to commit or suffer to be committee waste upon said Property.		-	fter situated upon the Property at a	l times in good repair and	not to commit or s	ulfer to be committed

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- 3.To keep the Property insured against loss or damage by lire and windstorm and such other hazards as Mortgage triggilles for the benefit of Mortgage and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encombering said Property with insurance companies acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee if requested by Mortgagee. Mortgagee is hereby authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued therefor, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due, or to permit the uses of the same for the purpose of repulliding or repairing the damaged Property.
- 4.To pay all taxes and assessments against said Property as the same shall become due and payable or, at the request of the Mortgageir to day to Mortgagee on each installment date a sum equal to the sum of one-twelfth (1:12) of the taxes and assessments for the fiscal period for which taxes and assessments are next due and payable, as estimated by Mortgagee. Said deposits shall be without interest paid by the Mortgagee replies required by taw) and the taxes and assessments shall be paid therefrom as they become due and payable to the extent that the deposits are sufficient therefor Mortgagee assumes no responsibility for the validity of any tax or assessments.

In the event such deposits exceed the amount required for the payment of taxes and assessments, the Mortgagee may apply a part or all of such excess it such time as it may elect to the principal of indebtedness secured hereby. It such deposits are less than the amount required for the payment of taxes and assessments. Mortgagor shall, on demand, pay such deficiency.

If all or any part of the Property or an interest therein (including beneficial interest in the land trust of applicable) is solo, assigned transferred or turble encumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thereby secured) without Mortgagoe's prior written criosent, or the Property is no longer the principal residence of Mortgagor or its beneficiary (if applicable) Mortgagoe may, at its option declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagor's (or Mortgagor's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the coveriants to pay when due any sums secreted by this Mortgage or as set forth in the Agreement, Mortgage prior to acceleration shall mail notice to Mortgagor and Mortgagor's beneficiary, if applicatively preciselying. (1) the breach, (2) the action required to cure such breach, (3) a date, not less than 30 days from the date the notice is mailed, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this infortgage and foreclosure by judicial proceeding and sale of the Property. If the breach is not cured on or before the date specified in the notice. Mortgage is option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings.

Any forbearance by Mortgagee in exercising play right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy by Mortgagee

This Mortgage shall be go rerined by the law of the Statulof Illiands, including without limitation the provisions of Illiands Revised Statute Chapter 17. Sections 5405-6406 and 6407; and 312.2. In the event that any provisions of this Mortgage, or Agreement conflicts with their applicable raw such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provision, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

Mortgagor shall be liable to Mortgagee for all legal costs, including Lutinot similed to reasonable attorney fees and costs and charges of any sale in any action to enforce any of Mortgagee's rights hereunder whether or not such action proceeds to judgement. Said costs shall be included in the indebtedness secured hereby and become allien on the Property.

Mortgago: (and the beneficiary of Mortgagor: if applicable) hereby waives all right of homestead exemption in the Propility

My Commercian in Language 12/21/93

Each of the covenants and agreements herein shall be binding upon and shall insire to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's transferiary (if applicable), and Mortgagor

In the event the Mortgagor executing this Mortgage is an illinois fand trust, this Mortgage is enscuted by Mortgagor, not personally, but as Trustee afores aid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagor hereby warrants that if possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained therein or in the fote shall be construed as creating any liability on the Mortgagor personally to pay any and all abligations due under or pursuant to this Agriement or Mortgage is any indebtingments secured by this Mortgage, or to perform any covernant, either express or implied nerexicontained, all such habite, if any, being expressly waived by Mortgage is and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is or isonally concerned. Mortgager—as successor or assures shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security privation to secure the proyement thereof

or assigns shall look solely to the Property hirreby mortgaged, conveyed and assign	ed to any other security of en all any into to secure the payment thereof
LAND TRUST	INDIVIDUALS TO THE
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as Trustee under Trust Agri ement dated	
and known as Trust Number	Jen S. POHL
	x J D/III M FOOL
BY:	LUCILLE M. POHU
us.	
County of Cook	
County of Lands-	
State of Illinois	
<i>(</i> )	
1 Glerchen T. Stevenson - Bland a Novary Publicina	and for said County, in the State afon, said, DO HEREBY CERTIFY THAT
	personally known
	subscribed to the for agoing instrument, appeared before
me this day in person and acknowledged that they	signed sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes the	arein sortoitii, including the release and waiver of the right of homes lead
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Given under my hand and notatial sual this and only of	ENT PROCE
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