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COOK COUNTY, ILLINOIS
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Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 23rd day of October, 1992, between the Mortgagor, Howard Goldman and Janice L. Silver, AKA Janice Goldman, His Wife (herein, "Mortgagor"), and the Mortgagee, The Northern Trust 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 10-23-92, pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal balance of \$34,000.00 (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 October 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 Mortgagee the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of Cook State of Illinois, which has the street address of 2212 N. Lakewood (herein "Property Address"), legally described as Chicago, IL 60614

SEE ATTACHED LEGAL DESCRIPTION

Permanent Index Number 14-32-111-028-1007

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered 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 Mortgagor is lawfully seized 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 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 Mortgagee's interest in the property.

COVENANTS. Mortgagor covenants and agrees as follows:

1. **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 Mortgagee under the Agreement and paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant 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 unearned 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 accrued 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. La Salle Street
Chicago, Illinois 60675

BOX 15

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Property of Cook County Clerk's Office

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including, but not limited to, disbursement of reasonable attorney's fees, entry upon the Property to make repairs.

Any amount disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagee secured by this Mortgage. Unless Mortgagee and Mortgagee agree to other terms of payment, such amount shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagee notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagee. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagee.

If the Property is abandoned by Mortgagee, or if, after notice by Mortgagee to Mortgagee that the condemner has offered to make an award or settle a claim for damages, Mortgagee fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagee otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

9. Mortgagee Not Released. No extension of the time for payment or application of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the liability of the original Mortgagee and Mortgagee's successors in interest. Mortgagee shall not be required to commence proceedings against and successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagee and Mortgagee's successors in interest. Mortgagee shall not be required to collect and apply the insurance proceeds as if the insurance carrier or other party named in the policy were the insurer of the Property. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagee. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagee.

All insurance policies and renewals hereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall promptly furnish to Mortgagee all receipts and all receipts for paid premiums, and the event of loss, Mortgagee shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagee.

Unless Mortgagee and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, damaged, provided such restoration or repair is economically feasible and the amount of such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired. If the Mortgagee is not thereby impaired, if such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagee. If the Property is abandoned by Mortgagee or if Mortgagee fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagee, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagee otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all rights, title, and interest of Mortgagee in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leasehold; Condominiums; Planned Unit Developments. Mortgagee shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgagee is on a leasehold. If this Mortgagee is on a condominium or a planned unit development, Mortgagee shall perform all of Mortgagee's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and consistent documents. If a recorded instrument or planned unit development is executed by Mortgagee and recorded together with this Mortgage, the covenants and agreements of such instrument shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. Protection of Mortgagee's Security. If Mortgagee fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgagee, may make such application, without such sums and take such action as is necessary to protect Mortgagee's interest in the Property.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagee at the Property Address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address as provided herein. Any notice to Mortgagee may be given by any other means if the notice is given in the manner specified in this Mortgage and if the notice is given in the manner specified in this Mortgage.

12. Legislation Affecting Mortgagee's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to the terms of the Agreement, as its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.

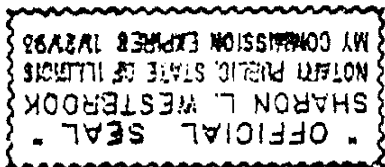
11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagee, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagee 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.

10. Forbearance; Waiver; Mortgagee Not a Waiver. Any forbearance by Mortgagee in exercising any right or remedy under the Agreement, 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 Mortgagee shall not be a waiver of Mortgagee's right to exercise the maximum of the indebtedness secured by this Mortgage.

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Chicago, Illinois 60675

50 South LaSalle Street

Attn: Barbara L. Krauss B-A

Mall To: The Northern Trust Company

NOTARY PUBLIC

Given under my hand and official seal, this day 23rd of October 1993, My commission expires 11-21-93

I, Howard Goldman and Janice T. Silver aka Janice Goldman, the undersigned, appeared before me this day in person, and acknowledged the they signed and delivered the said instrument as that their free and voluntary act, for the uses and purposes therein set forth.

Howard Goldman X
Mortgagor
Janice T. Silver X
Mortgagor
Janice Goldman X
Mortgagor

State of Illinois }
County of Cook }
SS

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

19. Acceleration; Remedies. 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, Mortgagor, at Mortgagor'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 Mortgagor shall notify 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), Mortgagor shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

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

20. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to possession, appoint a receiver, who shall be entitled to enter upon, take possession 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. Mortgagor 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 without charge to Mortgagor. Mortgagor shall pay all costs of recordation of the release, if any.

22. Waiver of Homestead. To the extent permitted by law, Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan (as provided in the Agreement), and shall secure not only presently existing indebtedness under the Agreement, but also future advances, whether such advances are obligations or to be made under the Agreement, or otherwise, as are made within 20 years from the date hereof, to the 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 outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time 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 increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that Mortgagee may make under this Mortgage, the Agreement, or any other document with respect to the Agreement) shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursement 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 assessments levied on the Property given priority by law.

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.

15. Mortgagor's Copy. Mortgagor shall be furnished a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

14. Governing Law; Severability. This Mortgage 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 Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

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The Northern Trust Company
EQUITY CREDIT LINE AGREEMENT

1. **Loans.** THE NORTHERN TRUST COMPANY, (the "Lender") agrees to make loans of up to \$ 34,000.00 to the undersigned (either or both referred to as the "Borrower"), from the date of the Agreement until October 15, 1997, or such later date as either Borrower and Lender may agree by letter. During that time, loans may be made in a minimum amount of \$500, or more, provided the total amount outstanding does not exceed \$ 34,000.00. Repayments may be made in any amount. On October 15, 1997, all outstanding principal, and interest accrued to the date of repayment, shall be repaid.

Each loan shall be made by means of an Equity Credit Line draw authorized by a Borrower.

2. **Finance Charges.** The Borrower shall pay the Lender a Finance Charge on the unpaid principal balance of Loans in accordance with the terms of this agreement. The Annual Percentage Rate will be equal to the lesser of the maximum permitted by law or the following rates:

(A) If the Borrower maintains a checking account, NOW account, money market deposit account (MMDA), Residential Mortgage Loan or Trust, Custody, or Investment Management Account with the Lender (each, a "Qualifying Service") during the entire billing period:

(1) 1% in excess of the Prime Rate if the Equity Credit Line has a Maximum Credit Amount of \$25,000 to \$49,999;

(2) 1/2 of 1% in excess of the Prime Rate if the Equity Credit Line has a Maximum Credit Amount of \$50,000 or more; and

(B) 2% in excess of the Prime Rate if either the Equity Credit Line has a Maximum Credit Amount of \$10,000 to \$24,999 or the Borrower does not maintain a Qualifying Service during the entire billing period.

(C) The maximum interest rate on this agreement shall not exceed an ANNUAL PERCENTAGE RATE OF 20%.

The "Prime Rate" is the highest domestic Prime Rate as reported in the Money Rate section of the Midwest Edition of *The Wall Street Journal* on the last business day of the month immediately preceding the beginning of each monthly billing period. In the event that *The Wall Street Journal* stops reporting the Prime Rate, or if the Prime Rate is not available on the relevant day, then the Lender will select a comparable index as a substitute for the Prime Rate and will notify the Borrower of the change.

3. **Payment.** Interest (Finance Charges) shall be paid no later than twenty calendar days after the statement date, upon any prepayment, at maturity, and upon payment in full. Payments (whether of principal or interest) shall be applied first, to any obligations under the mortgage, second to fees, third to finance charges and fourth to the principal balance of the loans.

All payments shall be made in available funds at the address of the Lender set forth below. The amounts due as shown on the records of the Lender shall be presumed to be correct unless Lender is notified in writing of any error within 60 days after the closing of the monthly billing period.

4. **Fees.** The Borrower shall pay to Lender a fee of \$20.00 per year for each year or part thereof that the Equity Credit Line is available for Borrower's use. In addition, the Borrower shall pay the fees set forth in the Good Faith Estimates given to Borrower at the time the Equity Credit Line is established.

5. **Covenants.**

(a) **Financial Statements, Reports, Inspection, Other Information.**

(i) Upon request each Borrower shall furnish, at least annually, financial reports in the detail required of individual Borrowers by Lender.

(ii) Borrower shall immediately notify Lender of any material change in Borrowers financial circumstances or the value of the dwelling mortgaged.

(iii) Borrower (each Borrower) shall permit Lender to inspect its books and make extracts therefrom.

(iv) Borrower (each Borrower) shall furnish such further information concerning the borrower's assets, income, and financial prospects as Lender may request.

6. **Security For Equity Credit Line.** All Loans and all of the Borrower's obligations under this Agreement shall be secured by real estate, fixtures, and rents pursuant to the mortgage (the "Mortgage") on the Borrower's dwelling (whether owned by the Borrower or held in trust), the address of which appears at the end of this Agreement (the "Property"). The Mortgage, among other provisions, requires the Borrower to keep the Property insured against damage with an insurance company selected by the Borrower and reasonably satisfactory to the Lender and to have the Lender named as additional insured and loss payee under a standard mortgage clause.

7. **Termination, Acceleration, Suspension of Loans, Reduction of Maximum Credit. Possible actions:**

(a) Lender can terminate Borrower's account, require Borrower to pay the entire outstanding balance in one payment, and charge Borrower certain fees if:

- Borrower engages in fraud or material misrepresentation in connection with the line.
- Borrower does not meet the repayment terms.
- Borrower's actions or inactions adversely affect the collateral or Lender's rights in the collateral including Borrower's failure to perform any agreements Borrower has made as Mortgagor in the Mortgage, the death of a Borrower, or institution of material litigation against a Borrower.

(b) Lender may refuse to make additional extensions of credit and reduce Borrower's credit limit if:

- The value of the dwelling securing the line declines significantly below its appraised value for purposes of the line.
- Lender reasonably believes Borrower will not be able to meet the repayment requirements due to a material change in Borrower's financial circumstances.
- Borrower is in default of a material obligation in the agreement.
- Government action prevents Lender from imposing the annual percentage rate provided for or impairs Lender's security interest such that the value of the interest is less than 120 percent of the credit line.

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- As a result of government action, the value of Lender's collateral is less than 120% of the maximum draw under the line.
- A regulatory agency has notified Lender that continued advances would constitute an unsafe and unsound practice.
- The maximum annual percentage rate is reached.

[The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.]

Lender will give Borrower notice of any action. That notice, if it pertains to the cessation of lending or reduction of maximum credit, requires that Borrower, if Borrower wishes, to request reinstatement in writing which will be granted if the reason for the cessation and reduction ceases to exist and no new occurrence that could result in cessation of lending or reduction of maximum credit has come into being.

- (c) If this Equity Credit Line has two or more Borrowers, either Borrower may request, in writing, that no further loans be made. Upon receipt Lender shall make no further loans until the Borrower making the request has, in writing, rescinded that request.
- (d) A Borrower may terminate the Equity Credit Line and obtain a release of the Mortgage by writing Lender and paying all amounts due under this Agreement and the Mortgage.

8. Miscellaneous.

- (a) Expenses. The Borrower agrees, upon written request of the Lender, to pay or reimburse the Lender for all costs and expenses of seeking advice in regard to, and enforcing this Agreement and the Mortgage, or preserving its rights under those documents (including legal costs and reasonable time charges of attorneys who may be employees of the Lender, whether in or out of court, in original or appellate proceedings or in bankruptcy).
- (b) Construction. This Note and any document or instrument executed in connection herewith shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Illinois, and shall be deemed to have been executed in the State of Illinois.
- (c) Submission To Jurisdiction Venue. To induce the Lender to make the Loans, as evidenced by the Agreement, the Borrower irrevocably agrees that, subject to the Lender's sole and absolute election, all suits, actions or other proceedings in any way, manner or respect, arising out of or from or related to this Agreement or any document executed in connection herewith, shall be subject to litigation in courts located within Chicago, Illinois. The Borrower hereby consents and submits to the jurisdiction of any local, state or federal court located within Chicago, Illinois. The Borrower hereby waives any right it may have to transfer or change the venue of any suit, action or other proceeding brought against the Borrower by the Lender in accordance with this Section.
- (d) Amendments. Lender may unilaterally upon 30 days notice.
 - (i) make changes provided for in this agreement and change the index and margin used if the original index is no longer available,
 - (ii) make changes that unequivocally benefit the Borrower throughout the remainder of the plan, and
 - (iii) make insignificant changes to terms.
 - (iv) Lender and Borrower may agree to any change set forth in writing and signed by both.
- (e) Joint and Several. If more than one Borrower has signed this Agreement, the term "Borrower" shall refer to such persons individually and collectively, and all such persons shall be jointly and severally liable (primarily, and not as an accommodation party or a surety) for all obligations under this Agreement, and an Event of Default in respect of any one Borrower shall be an Event of Default by all. The Lender may rely on instructions from any one person signing this Agreement with respect to any matters relating to this Agreement and the Mortgage including, without limitation, the making of any Loan.
- (f) Notice. All notices to the Borrower from the Lender shall be sufficient if mailed to any one of the Borrowers at the address appearing above the Borrower's signature to this Agreement or otherwise appearing in the Lender's records. All notices to the Lender from the Borrower shall be mailed to The Northern Trust Company, 50 South LaSalle Street, Chicago, Illinois 60675 (Attention: Equity Credit Line, B-A).
- (g) Nonwaiver. No delay or omission by the Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided to the Lender in this Agreement and the Mortgage are cumulative and not exclusive of any rights or remedies provided by law or in equity.
- (h) Assignment. The Borrower may not assign any of its rights or obligations under this Agreement. The Lender may assign any of its rights or obligations under this Agreement without notice to or consent of the Borrower provided it decides either to refinance its holdings of home equity loans, not to make further home equity loans or it decides to shift these loans to another affiliated entity.

Each person signing this Agreement acknowledges receipt of a completed copy of this Agreement; a Combined Home Equity and General Disclosure Statement—Open-End (at the time of application and before the first transaction); a Notice of Right to Cancel this Agreement, if the Mortgage involves a principal dwelling; a Consumer Handbook on What You Should Know About Home Equity Lines of Credit; and a copy of the Equity Credit Line Mortgage.

Address of dwelling Subject to the Mortgage:

2212 N. Lakewood

Chicago, IL 60614

Address for Notices (if different from above):

Names(s) of Borrower(s):

Howard Goldman

Janice Silver

Signed October 23, 19 92.

Signature(s) of Borrower(s):

X Howard Goldman
X Janice Silver

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RIDER - LEGAL DESCRIPTION

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UNIT 2212 IN LAKEWOOD COMMONS SOUTH CONDOMINIUM TOWNHOMES AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

A PARCEL OF LAND COMPRISED OF ALL OR A PART OF EACH OF LOTS 27 TO 49, INCLUSIVE, IN BLOCK 6 IN GEORGE WARD'S SUBDIVISION OF BLOCK 12, IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF THE PUBLIC ALLEY, 16 FEET WIDE, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 31 AFORESAID, WHICH PARCEL OF LAND LIES EAST OF A STRAIGHT LINE EXTENDING SOUTH FROM A POINT ON THE NORTH LINE OF SAID BLOCK 6, WHICH POINT IS 82.26 FEET WEST OF THE NORTH EAST CORNER OF SAID BLOCK 6 TO A POINT ON THE SOUTH LINE OF SAID BLOCK 6, WHICH POINT IS 83.90 FEET WEST OF THE SOUTH EAST CORNER THEREOF, EXCEPTING THEREFROM THAT PART OF SAID PUBLIC ALLEY, 16 FEET WIDE, WHICH LIES EAST OF A STRAIGHT LINE EXTENDING SOUTH FROM A POINT ON THE SOUTH LINE OF SAID LOT 31, WHICH IS 53.70 FEET EAST OF THE SOUTH WEST CORNER THEREOF, TO A POINT ON THE SOUTH LINE OF SAID ALLEY, 53.60 FEET EAST OF THE SOUTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 31, AND EXCEPTING ALSO THE NORTH 193.50 FEET (MEASURED PERPENDICULARLY) OF SAID PARCEL OF LAND IN COOK COUNTY, ILLINOIS WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 10, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 87,081,988.

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