

UNOFFICIAL COPY
HOME EQUITY LINE OF CREDIT MORTGAGE

Parties: PATRICIA A. Gressney, Divorced
And Not Since Remarried,
Address: 16528 Claire Lane
South Holland, IL 60473

This instrument was prepared by
Cathleen A. Carter
Riverdale Bank
11700 S. Halsted
Hoffman Estates 60142

Mortgage: 2002-01-01 to 2007-11-01 2,700
125555 2002-11-01 to 2002-11-01 0000
102700 2002-11-02 to 2002-11-02 0000
Address: 0000 0000 0000 0000

This instrument is a part of a Mortgage Agreement dated October 28, 1992 between the Mortgagor, Patricia A. Gressney, and the Mortgagee, Riverdale Bank, a Illinois banking corporation whose address is 11700 S. Halsted Avenue, Hoffman Estates, Illinois 60142, their names and addresses appearing thereon.

WHEREAS the said Patricia A. Gressney, as Borrower, executed a Home Equity Line of Credit Agreement and Pledge to Secured Party Agreement dated November 6, 1992, pursuant to which Borrower borrowed from the lender, Riverdale Bank, in the amount of \$13,000.00, the Maximum Limit (plus interest) under the Agreement, and Patricia A. Gressney, as Lender, executed said Agreement and Pledge to Secured Party Agreement, dated November 6, 2002, which are hereby being amended and restated in their entirety as contained in the Agreement and Pledge to Secured Party Agreement, dated November 6, 2002, the terms of which are hereby agreed to by both parties hereto. All amounts borrowed under the Agreement plus interest thereon shall be repaid by Patricia A. Gressney to Riverdale Bank, as Lender, on or before the date specified in the Agreement.

HEREBY the said Patricia A. Gressney, as Borrower, and Riverdale Bank, as Lender, have agreed to amend and restate the terms of the original Home Equity Line of Credit Agreement and Pledge to Secured Party Agreement, dated November 6, 1992, and its amendments and restatements, and to execute this Mortgage Agreement, to secure the performance of the obligations of Patricia A. Gressney to Riverdale Bank, as Lender, under the Home Equity Line of Credit Agreement, dated November 6, 1992, and its amendments and restatements, and to execute this Mortgage Agreement, to secure the performance of the obligations of Patricia A. Gressney to Riverdale Bank, as Lender, under this Mortgage Agreement, dated November 6, 2002, in the amount of \$2,700.00, the Maximum Limit (plus interest) under this Mortgage Agreement, and to execute this Mortgage Agreement, to secure the performance of the obligations of Patricia A. Gressney to Riverdale Bank, as Lender, under this Mortgage Agreement, dated November 6, 2002, in the amount of \$2,700.00, the Maximum Limit (plus interest) under this Mortgage Agreement.

Lot 14, McKeestra's Second Addition to Dutch Valley, being a Subdivision in the North East 1/4 of Section 22, Township 36 North, Range 16 East of the Third Principal Meridian, in Cook County, Illinois.

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Reference to: 29-22-208-008
Address: 16528 Claire Lane, South Holland, IL 60473

DEFINITIONS unless the context otherwise requires, the terms and phrases herein shall have the meanings hereinafter set forth. All capitalized terms and phrases shall be defined as herein provided, unless otherwise defined in the Mortgage Agreement and its amendments and restatements, and all terms not so defined shall be defined as herein provided. All capitalized terms and phrases shall be defined as herein provided, unless otherwise defined in the Mortgage Agreement and its amendments and restatements, and all terms not so defined shall be defined as herein provided.

- 1. Payment of Principal and Interest.** Borrower shall pay to Lender, on or before the dates specified in the Agreement, the principal and interest on the indebtedness incurred pursuant to the Agreement in accordance with the terms of the Agreement.
- 2. Application of Payments.** Payments made by Borrower pursuant to the Agreement shall be applied by Lender in the order set forth in the Agreement.
- 3. Charges, Fees and Expenses.** Borrower shall be responsible for all taxes, assessments, charges, fees and expenses payable by the Property, which shall be paid by Borrower to the appropriate authority. Lender shall not be liable for any charges, fees and expenses payable by the Property, which shall be paid by Borrower to the appropriate authority.
- 4. Hazard Insurance.** Borrower shall maintain on the Property a hazard insurance policy which shall cover the Property against fire, theft and other perils. Lender shall not be liable for any charges, fees and expenses payable by the Property, which shall be paid by Borrower to the appropriate authority.
- 5. Preservation and Maintenance of Property; Leaseholds; Covenants; Planned Unit Developments.** Borrower shall keep the Property in good condition and maintain the same in accordance with the provisions of any lease of the Property and shall comply with the provisions of any lease of the Property and shall comply with the provisions of any lease of the Property and shall comply with the provisions of any lease of the Property.
- 6. Protection of Lender's Security.** Lender shall have the right to inspect the Property and to take any action or proceeding to protect its security interest in the Property. Lender shall have the right to inspect the Property and to take any action or proceeding to protect its security interest in the Property.
- 7. Inspection.** Lender shall have the right to inspect the Property and to take any action or proceeding to protect its security interest in the Property.
- 8. Condemnation.** Lender shall have the right to inspect the Property and to take any action or proceeding to protect its security interest in the Property.

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9. Borrower Not Richard. This mortgage is being recorded in Cook County, Illinois, in accordance with the Agreement of this Mortgage granted by Lender to Borrower, Richard A. Greaney, on the date hereof. The Agreement of this Mortgage is hereby incorporated by reference into this Mortgage. The Agreement of this Mortgage is hereby incorporated by reference into this Mortgage for the purpose of effecting the terms and conditions hereof. The Agreement of this Mortgage is hereby incorporated by reference into this Mortgage for the purpose of effecting the terms and conditions hereof.

10. Enforcement by Lender Not a Waiver. The fact that the Lender has taken any action to enforce the terms and conditions of this Mortgage shall not constitute a waiver of any of the terms and conditions of this Mortgage.

11. Remedies Cumulative. The remedies provided in this Mortgage are cumulative and do not exclude any other remedies provided by law or otherwise.

12. Successors and Assigns Bound, Joint and Several Liability, Capabilities. The obligations of the Borrower hereunder shall be binding on the Borrower, his heirs, assigns, personal representatives, successors and assigns, and shall be enforceable against the Borrower, his heirs, assigns, personal representatives, successors and assigns, jointly and severally.

13. Notice. Any notice required by this Mortgage shall be given to the Borrower at the address set forth in this Mortgage. If the Borrower changes his address, he shall notify the Lender in writing of his new address within ten (10) days of the change. If the Borrower fails to do so, the Lender may send notices to the address set forth in this Mortgage, and the Borrower shall be deemed to have received such notices.

14. Governing Law, Severability. The laws of the State of Illinois shall govern the interpretation of this Mortgage. If any provision of this Mortgage is held to be unenforceable, the remainder of this Mortgage shall survive and be enforceable.

15. Borrower's Copy. The Lender shall provide a copy of this Mortgage to the Borrower upon the recording of this Mortgage.

16. Transfer of the Property. If the Borrower transfers the property covered by this Mortgage, the Borrower shall execute a deed of assignment of this Mortgage to the transferee, and the transferee shall execute an acknowledgment of this Mortgage.

17. Borrowing Credit Line. The Borrower hereby agrees to execute a promissory note in accordance with the terms and conditions of this Mortgage, which shall be subject to the terms and conditions of this Mortgage. The Borrower shall maintain a credit line with the Lender in accordance with the terms and conditions of this Mortgage.

18. Acceleration, Remedies. If the Borrower fails to comply with the terms and conditions of this Mortgage, the Lender may accelerate the maturity of this Mortgage and enforce its remedies under this Mortgage.

19. Assignment of Rents, Apartments, Receivables, Leases or Possessions. The Borrower hereby agrees to assign to the Lender all rents, royalties, profits, and other income derived from the property covered by this Mortgage, and all other rights and interests in the property covered by this Mortgage.

20. Release. The Borrower hereby releases the Lender from all claims, damages, and expenses incurred by the Lender in connection with this Mortgage.

21. Waiver of Homestead. The Borrower hereby waives any homestead rights in the property covered by this Mortgage.

IN WITNESS WHEREOF, Borrower has signed this Mortgage.

Patricia A. Greaney
Patricia A. Greaney, Divorced And Not Since Remarried. Borrower

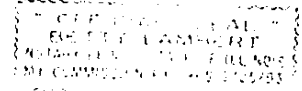
Borrower

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned
Patricia A. Greaney
Notary Public in and for said county and state, do hereby certify that
personally known to me to be the same persons whose names to
the above instrument, for the use and purpose therein set forth.

Witness my hand and seal this 06th day of November, 1992.

Patricia A. Greaney
Notary Public

Witness of Preparation
Cathleen A. Carter
Riverside Bank
1300 S. Dearborn
Chicago, Illinois 60607



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Property of Cook County Clerk's Office