

UNOFFICIAL COPY

9355-1093

9355-1093

9355-1093

# RENEWED, AMENDED AND RECALLED Equity Credit Line Mortgage

This EQUITY CREDIT LINE MORTGAGE is made this FEBRUARY 21 day of FEBRUARY, 1993, between the Mortgagee  
**SOUTHERN TRUST BANK/THORNBURG**, a Michigan Banking Corporation, with its main banking office at 8501 West Lagoon Road, Detroit, Michigan  
and the Mortgagor, **Andriy GOROSHYI**, his wife **Larisa GOROSHYI**, their Mortgagee's address is 6425 W. Gregory, Chicago, IL 60624  
the Mortgage No. 0820 Trust Bank/ThorNBurg, a Michigan Banking Corporation, with its main banking office at 8501 West Lagoon Road, Detroit, Michigan  
(herein "Mortgagee")

WHEREAS Mortgagee has entered into this Mortgage with the Mortgagor to secure the appropriate outstanding principal  
100,000.00 Dollars of the Mortgagee's 100,000.00 Dollars Equity Credit Line Agreement (the "Agreement") dated FEBRUARY 21, 1993  
between the Mortgagor and the Mortgagee, the Mortgagee has agreed to advance to the Mortgagor the sum of 100,000.00 Dollars  
principal of the Agreement. All such advances shall be repaid to the Mortgagee as set forth in the Agreement and shall be payable  
on such later date as Mortgagee shall require, but in no event more than 30 years after the date of this Mortgage.

**MORTGAGEE'S OBLIGATION** to secure to Mortgagee the enjoyment of the Michigan Credit Account, and interest thereon, pursuant to the Agreement, the payment  
of all sums due to interest thereon, advanced in whole or in part to the Mortgagor to protect the security of the Mortgage, and the payment of the principal and accrued interest  
of the Mortgagee hereon, Mortgagee does hereby agree that the property located in the County of Cook,  
State of Illinois, which has the street address of 6425 W. Gregory, Chicago, IL 60624 (herein "Property Address") legally described as

See Attached Legal description

DEPT-OF RECORDING  
RECORDING FROM 2004 07/16/93 6103:31  
13164 4 4-93 554 193  
COM COUNTY RECORDS

Permit Index Number: 17-11-111-008-1016

THE MORTGAGOR hereby agrees to be a first mortgagee on the property and all interests in this property, together with all rights and powers, water rights, and easements, and all fixtures now or hereafter attached to the property, together with all of the buildings, fixtures, appurtenances and property in the tract described in the "Property Address" and all of the buildings, fixtures, appurtenances and property in the tract described in the "Property Address".

Mortgagee recognizes that Mortgagee is a fully vested owner of the whole, undivided interest in the Property, and that Mortgagee will protect and defend generally the title to the Property against all claims and demands, subject to any mortgages, judgments, liens or encumbrances based in a schedule of encumbrances to Mortgagee, and any title insurance policy insuring Mortgagee's interest in the Property.

### COVENANTS. Mortgagee covenants and agrees as follows:

- 1. **Payment of Principal and Interest.** Mortgagee shall promptly pay when due the principal of and interest on the advances accepted pursuant to the Agreement, together with any fees and charges payable, 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 Mortgagee under the Agreement, then to the principal advances outstanding under the Agreement.

This document prepared by:  
Southern Trust Bank/ThorNBurg  
8501 West Lagoon Road  
Detroit, Michigan 48221

2900

9355-1093  
FIRST MORTGAGE FILE INCLUDES 8 FATIC 93-1164  
1673

UNOFFICIAL COPY

Property of Cook County Clerk's Office

... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

4. **Hazard Insurance.** Mortgagee shall keep the improvements and the building hereinafter erected on the Property insured against loss by fire, lightning, windstorm, hail, explosion, riot, strike, sabotage, and such other hazards as Mortgagee may request, and in such amounts and for such periods as Mortgagee may require, provided that Mortgagee shall be required to pay the amount of such coverage over the term of the mortgage required to pay the total amount of coverage by this Mortgage. When paid by an insurance company...

... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

The entire sum covered by the mortgage shall be paid by Mortgagee... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

Unless Mortgagee and Mortgagor otherwise agree in writing, no such proceeds shall be applied to satisfaction of the Property... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

Unless Mortgagee and Mortgagor otherwise agree in writing, any such proceeds shall be applied to satisfaction of the Property... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

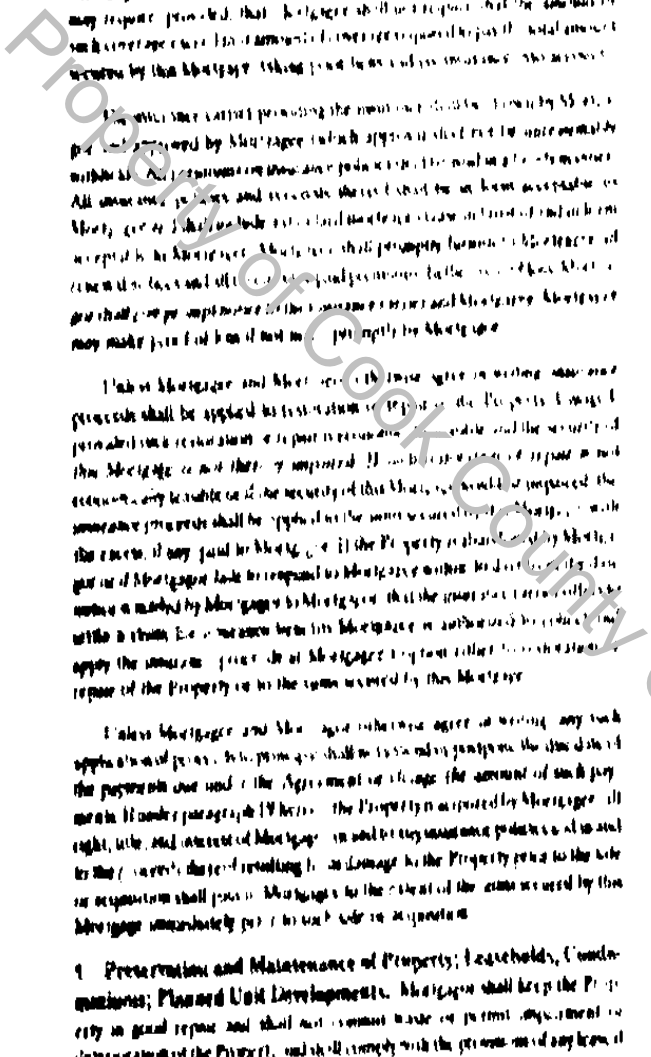
... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

9. **Preservation and Maintenance of Property; Leaseholds, Condominiums; Planned Unit Developments.** Mortgagee shall keep the Property in good repair and shall not commit waste or permit abandonment or deterioration of the Property, and shall comply with the provisions of any lease of the Mortgagee or leasehold. If the Mortgagee is a owner of a condominium or a planned unit development, Mortgagee shall perform all of Mortgagee's obligations under the declaration or covenants relating to governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and the covenants, conditions, and restrictions recorded together with the Mortgage, the covenants and restrictions of such covenants shall not be enforced against Mortgagee or its successors and assigns if the covenants and restrictions of the Mortgage are in full compliance with the covenants and restrictions of the Mortgage, as if the covenants were a part hereof.

... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...

10. **Protection of Mortgagee's Security.** If Mortgagee fails to perform the covenants and agreements contained in this Mortgage, and if any action is proceeding or threatened that may result in a loss of Mortgagee's interest in the Property including but not limited to any proceeding by a governmental agency or governmental authority, Mortgagee shall be entitled to take such action as is necessary to protect Mortgagee's interest...

... shall be deemed to be a mortgage... shall be deemed to be a mortgage... shall be deemed to be a mortgage...



PGS: 5276

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10. Acceleration of Maturity. If the Mortgagor shall fail to pay when due the principal or interest on the Mortgage...

11. Mortgage's Covenants. The Mortgagor shall be deemed to have agreed to the covenants and conditions of the Mortgage...

12. Transfer of the Property. Any interest in the Property owned by the Mortgagor shall be subject to the Mortgage...

13. Paying Credit Loan. This Mortgage is given to secure a credit loan which was made and which loan is secured by the mortgage...

14. Acceleration of Maturity. If the Mortgagor shall fail to pay when due the principal or interest on the Mortgage...

15. Assignment of Maturity, Appointment of Receiver; Mortgage in Possession. An assignment of maturity hereunder Mortgagee has the right to take possession of the Property...

16. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement...

17. Waiver of Homestead. In the event permitted by the Mortgagee hereby releases and waives all rights under and by virtue of the homestead exemption law of Illinois...

2 of 3

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on this 22nd day of February, 1988.

Mortgagee: [Signature] E. A. Simmons
Mortgagor: [Signature] Nicholas Gorowajko
[Signature] Anna Gorowajko

State of Illinois
County of Cook

Notary Public in and for said county and state do hereby certify that the above named parties appeared before me this day in person and acknowledged that they executed and delivered the said instrument as their free and voluntary act and deed.

My commission expires on [Date]

Notary Public: [Signature]
Southern Trust Bank, N.A.
Attn: Charles E. Gorman
401 West Higgins Road
Chicago, Illinois 60606

\* This Mortgage renewed, amended and continued in entirety the Mortgage dated February 2, 1988 and recorded on February 22, 1988 as Doc. No. Number 18068841 in Cook County, Illinois. All amounts outstanding under and secured by this Mortgage.

Office 1-31-1988

33033333

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Property of Cook County's Office

ITEM 1  
UNIT OF ... AS DESCRIBED IN SURVEY DELINEATED BY AND  
ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM  
OWNERSHIP REGISTERED ON THE 4TH DAY OF DECEMBER, 1979 AS  
DOCUMENT NUMBER LR 315485, AND AN AMENDMENT THERE TO  
REGISTERED ON THE 2ND DAY OF JULY 1980, AS DOCUMENT NUMBER  
317012.

ITEM 2  
AN UNDIVIDED 2,000 SQUARE FEET TRACT DELINEATED AND  
DESCRIBED IN SAID SURVEY TO, AND TO THE FOLLOWING DESCRIBED  
PREMISES:  
THE NORTH HALF (1/2) OF LOT 1 AND THE NORTH HALF (1/2) OF LOT  
2 (EXCEPT THE WEST 308.50 FEET, AS MEASURED ALONG THE NORTH  
AND SOUTH LINES THEREOF) IN THE 1/2 AND ADDITION TO SE 1/4 ZERBY 6  
CONVEYED AND SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTH  
HALF (1/2) OF THE NORTH HALF (1/4) OF THE NORTHWEST QUARTER  
1/4 OF THE NORTHWEST QUARTER 1/4 OF SECTION 12, TOWNSHIP  
15 NORTH, RANGE 12, WEST OF THE THIRD PRINCIPAL MERIDIAN  
EXCEPT THE WEST 308.50 FEET THEREOF ALSO EXCEPT THE NORTH 32.0  
FEET THEREOF AND EXCEPT THE EAST 120.0 FEET THEREOF AND SO  
EXCEPT THE NORTH 30.0 FEET THEREOF TAKEN AS A TRACT TO ADJACE  
THE NORTH 30.0 FEET AS MEASURED ALONG THE EAST AND WEST LINES  
THEREOF AND THE SOUTH 29 FEET OF THE NORTH 82.50 FEET, AS  
MEASURED ALONG THE EAST AND WEST LINES THEREOF OF THE WEST 308  
FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF.

3 of 3

COMMERCIAL TRUST AND SAVINGS ASSOCIATION, CHICAGO, ILL. 60606

FOR OR BEHALF OF

93354997

2035037

UNOFFICIAL COPY

Property of Cook County Clerk's Office

935389.7

9355499.3

DEPT-11 RECORD FOR \$29.00  
146666 TRAM 9591 08/12/93 15:29:00  
#3221 \*93-638937  
COOK COUNTY RECORDER



# UNOFFICIAL COPY



**JESSE WHITE**

RECORDER OF DEEDS - REGISTRAR OF TORRENS TITLES  
COOK COUNTY, ILLINOIS

**CERTIFIED COPY**  
OF A


TO

Document No. \_\_\_\_\_

Record Book No. \_\_\_\_\_

Page \_\_\_\_\_

118 NORTH CLARK STREET • CHICAGO, ILLINOIS 60602-1387 • (312) 443-5060

(FORM 76)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

L. Brown  
Pg 198

Property of Cook County Clerk's Office  
100-3300