Equily Money Service II

BANK FONE.

Use only with Form No. 21000

Revolving Credit Mortgage

YAKOV KATSE				een the Mortgagor	
	/ AND LILIYA KAT	SEV, HIS WIFE, AS	3 JOINT TENANTS		
and the Mortgage	BANK ONE,	CHICAGO, NA		("Mortgagee") whose addre	ess is
P.O. BOX 707		ROSEM			
CCA CARAUTIA	(Street)		(City)	(State) (Zip Code)	
Moriozoor or Mortrie	, ,		• •	ement with the Mortgagee dated	
provides among othe applicable) until the thereafter the indebte sooner paid, due an	er things that Montgagee un and on the monthly billing by adness due Mortgages will ad payable onAUSU	ider certain conditions will mi ide in which the fifth anniveri be repaid in monthly instal st 3)	ake loan advances from time sary of the opening of the ac liments of principal and ints 20	r renewed from time to time ("Agreement") e to time to Mortgagor or Mortgagor's benefic scount evidenced by the Agreement occurs an erest, with the balance of said indebtedness 10.3	iary (ii nd that i if not
after this Mortgage is herewith to protect th available under the A	s recorded with the Piechid ie security of this Martyaca Agreement, exclusive of inc	er of Deeds of the County in or permitted to be advanced erest thereon and permitted	which the reat property design contormity with the Illinois for obligatory advances mer	e pursuant to the Agreement from time to time, cribed below is located or advanced in accord s Mortgage Foreclosure Act. The maximum ar attioned above, which may be outstanding at	dance
any time and which i	s secured hereby shall not	a (an) time exceed \$_23,	,000.00	and the second s	
and/or renewals of sale the Property (as he and the performance	ame, with interest thereon a creatter dulined) for the pay not the coverages and agree	as provided in the Agreement ment of prior tend taxes, as sements of Mortol dor contakt	nt, the payment of all other s isessments, insurance premi ned herein and of the Mortac	ne under the Agreement and any and all extensums, with Interest thereon, advanced with reliums or costs incurred for protection of the Progor or beneficiary of Mortpagor (if applicable) de in the future, Mortgagor does hereby mort	spect operty in the
grant and convey in	Mortnagee the following de	scribed real property focal a	d in the County of	COOK si	ate of
•	and described as		-0,		
No.			46		
SEE LEG	IAL ATTACHED AS E	EXHIBIT A.	11/2	DEFT-01 RECORDINGS	\$.
•		g	13698216	TEG011 TRAN 8646 09/01/93 13	T: 17:
		•	CONCETT.	70056 + +-93-6982 COOK COUNTY RECORDER	10
Common Address:	442 GLENDALE F	ROAD, GLENVIEW, 1	L _ 60025	LOOK COURT RECORDER	
		*		0,0	
Property Tax No.:					
Property Tax No.: TO HAVE AND TO I- property, and sill east attached to the real pi by this Mortgage; and "Property".	HOLD the same unto Mortgi emerits, rights, appurtenand roperty, all of which, includir if all of the foregoing, togeth	ces, rents, royalties, mineral ng replacements and addition er with sald property (or the l	l, oil and gas rights and profit ns thereto, shall be deemed leasehold estate if this Mortg	mprovements now or hereafter elected on the is and water if this ind all fixtures now or here to be and remaining plut of the real property conjuge is on a leasehold, are herein referred to a enterprise that Mortgage will defend gene	e real eatter vered us the
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Property Tax No.: TO HAVE AND TO Inproperty, and all east attached to the real publishment of the property. Mortgagor covenant: the title to the Property restrictions and that it. FIRST SUBURB County COOK. Mortgagor further country COOK. 1. To perform all it such covenants for all sums so understoot that shall conditions. 2. To keep and my waste upon as	HOLD the same unto Mortgiernerits, rights, appurtenant roperty, all of which, includir it all of the foregoing, together it all of the foregoing, together it against all claims and define Property is unencumberry AN MORTGAGE CORP as Document if yenants: """ as Document if yenants: "" a covenants on the part of Me Mortgages herein may, at it allhough Mortgages may be about a condition of its allhough of a condition of its allhough of the Mortgages in the mortgages in the mortgages in the mortgages in the mortgage of the Mortgages in the mortg	ces, rents, royalties, mineral no replacements and addition or with said property (or the inserts and addition of with said property (or the inserts) and the Property and the mands, subject to any declared except for the balance property (ORATION), recorded with No92101529(Mortgagor to be performed units of the mortgagor's beneficion, do so. Mortgagoe in take such curative action, withis Mortgago.	, oil and gas rights and profit na thereto, shall be deemed leasehold estate if this Mortgage the rations, easements, restrictions, the Recorder of DeedsF. ("prior mortgage"). Inder the provisions of any prior, and the provisions of any prior, and any explicable) plus interviologogor's fallure to comply. Property at all times in good.	is and water rights rind all fixtures now or here to be and remain a part of the real property con page is on a leasehold, are herein referred to a element; that Mortgago and defend general, conditions and covernants of record, and according held of record by	e real eatter vered as the erally oning form able) cally

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- 3.To keep the Property insured against loss or damage by lire and windstorm and such other hazards as Mortgagee requires for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness encumbering 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 auch 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 seminator the purpose of relabiliting 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 Mortgagee, to pay 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 (unless required by law) 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 at such time as if may elect to the principal of indebtedness secured hereby. If such deposits are less than the amount required for the payment of taxes and assessments, Mortgagor shall, on dernand, pay such deficiency.

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

Upon Mortgagor's (or Mortgage, including the covenants to pay when due any sums Jecured by this Mortgage or as set forth in the Agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums Jecured by this Mortgage or as set forth in the Agreement, Mortgages prior to acceleration shall mail notice to Mortgagor (and Mortgagor's beneficiary, if apt lice also specifying: (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 sur's project 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 "is Mortgage 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 Mortgage's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose "is Mortgage by judicial proceedings."

Any forbearance by Mortgages in exercising any 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 Mortgages.

This Montgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 8406 and 6407; and 312.2. In the event that any privisions or clause of this Montgage, or Agreement conflicts with then applicable law, such conflict shall not affect other provisions of this Montgage or the Agreement which can be given effect without conflicting provision, and to this and the provisions of the Montgage and Agreement are declared to be severable.

Mortgagor shall be liable to Mortgagee for all legal costs, including but occillmited 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. Sald costs shall be included in the indebtedness secured hereby and become a lien on the Property.

Mortgagor (and the beneficiary of Mortgagor, it applicable) hereby waives all right of homestead exemption in the Property.

Each of the covenants and egreements herein shall be binding upon and shall inure in the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgagor.

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is axcepted by Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and the mortgagor hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any liability on the Mortgagor personally to pay any and all obligations due under or pursuant to the Agricament or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability. All any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgago, is personally concerned, Mortgagee, its successor or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

or assigns shall look solely to the Property hereby mortgaged, conveyed	and assigned t	o any other security gives at an	y time to secure the payment thereof.	
LAND TRUST:		INDIVIDUALS:		
not personall	y but	and.	A Laborator	
as Trustee under Trust Agreement dated		1 Max	111/	
and known as Trust Number		YAKQV KATSEV	。	
BY:	38:	Ju Liliya	hatsel	
its:	8	LILIYA KATSEV		
	83			
County of COOK	₩.			
State of Itimois				
YAKOV KATSEV AND LILIYA KATSEV. HIS WIFE.	y Public in and i	for said County, in the State afor	resaid, DO HEREBY CERTIFY THAT	
			•	
to me to be the same person. S whose name S				
me this day in person and acknowledged that				
their tree and voluntary act, for the uses and p	urposes therei		and waiver of the right of normasteed.	
Given under my hand and noterial seat the 21st da ROREDTA SEAL	y of	-August	1993	
ROBERTA S. LOTSOFF		anhaite of	Literth	
COOK COUNTY	Notary	Public	0-	
Notary Public, State of Wards	Comm	region Expires: 3-2	2-77	
My Commission Expires 3-2-97			galan meneralah sebagai dan sebagai se Sebagai sebagai sebaga	

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EXHIBIT A

PROPERTY LOCATED AT: 442 GLENDALE ROAD

GLENVIEW, IL 60025

LEGAL DESCRIPTION:

PARCEL 1: THE WEST 23.81 FEET OF THE EAST 103.84 FEET OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINGIS ON JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOT 1 THROUGH 8 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SAID SECTION 11, AT A POINT ON SAID WEST LINE, 506.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 11, THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOTS 1 THROUGH 8, A DISTANCE OF 178.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 55.77 FEET; THENCE EAST 178.0 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 THROUGH 8, A DISTANCE OF 55.77 FEET SOUTH OF THE POINT OF BEGINNING: THENCE NORTH 55.77 FFET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, LANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN RECOFDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1917 AS LOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF LOTS 1 THROUGH 8 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEFT 1/4 OF SAID SECTION 11 AT A POINT ON SAID WEST LINE 501.00 FRET SOUTH OF THE NORTH LINE OF SAID SECTION 11; THENCE SOUTH ALONG THE SAID WEST LINE OF SAID LOTS 1 THROUGH 8, 12.75 FIET; THENCE SOUTH 45 DEGREES WEST 48.79 FEET TO A POINT TO A LINE 34.5 FEET WEST OF AND PARALLEL TO THE WEST LINE OF SAID LOTS 1 THROUGH 8; THENCE NORTH 12.75 FEET; THENCE NORTH 45 DEGREES EAST 48.79 FRET TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENT AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO ATTACHED DATED DECEMBER 4, 1960 AND RECORDED DECEMBER 19, 1960 AS DOUCMENT NUMBER 18043592, MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 1960 AND KNOWN AS TRUST NUMBER 42231 AND AS CREATED BY DEED FROM SUNSET MANOR EXECUTIVE HOMES INCORPORATED TO ROBERT J. TAIT DATED MAY 24, 1961 AND RECORDED MARCH 12, 1969 AS DOCUMENT NUMBER 20779483 FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

CONTRACTOR

Property of Cook County Clerk's Office