

**UNOFFICIAL COPY**

2550

ROSEMONT, ILL 60018-7070

ATTN: LOAN OPERATIONS

P.O. BOX 7070

This instrument prepared by and to be returned to Bank One, CHICAGO, ILLINOIS

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 committed waste upon said Property.  
1. To perform all the covenants on the part of Mortgagee to be performed under the provisions of any prior mortgage and upon failure of Mortgagee to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagee (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagee (and Mortgagee's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such curative action, Mortgagee's failure to comply with any of the covenants of such prior mortgage shall constitute a breach of a condition of the Mortgage.

Mortgagee further covenants:  
County COOK  
us Document No. 92500072  
recorded with the Recorder of Deeds JULY 9, 1992 ("prior mortgage").

BANK ONE MORTGAGE CORPORATION  
Mortgagee covenants that Mortgagee is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagee will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  
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"Property".  
TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, together with all the improvements now or hereafter erected on the real property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits and water rights and all fixtures now or hereafter attached to the real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real 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".

Property Tax No.: 11-19-201-007  
Common Address: 1225 HINMAN AVENUE, EVANSTON, ILL 60201

SEE ATTACHED AS EXHIBIT "A"  
DEPT-01 RECORDING \$25.50  
140000 TRAN 3889 09/14/93 11:37:00  
\$1947 \$ \*--93-732115  
COOK COUNTY RECORDER

State of ILLINOIS  
and described as follows:  
93732115

Mortgagee does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK  
Mortgagee covenants that Mortgagee is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagee will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  
Mortgagee covenants that Mortgagee is lawfully seized of the Property and has the right to Mortgage the Property; that Mortgagee will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by  
"Property".  
In order to secure the repayment of the outstanding and unpaid indebtedness advanced from time to time under the Agreement and any and all extensions and/or renewals of same, with interest thereon, as provided in the Agreement, the payment of all other sums, with interest thereon, advanced with respect to the Property (as hereinafter defined) for the payment of prior liens, taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagee contained herein and of the Mortgagee or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made or to be made in the future.  
Mortgagee does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK

and the Mortgage Bank One, CHICAGO, ILLINOIS  
P.O. BOX 7070  
ROSEMONT ILL 60018-7070  
Mortgagee or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated 8-30-93  
as the same may be modified or extended and/or renewed from time to time ("Agreement") which provides among other things that Mortgagee under certain conditions will make loan advances from time to time to Mortgagee or Mortgagee's beneficiary (if applicable) until the last business day of the 12th month following the date of the Agreement.  
This Mortgage is given to secure the outstanding and unpaid obligations to be made pursuant to the Agreement from time to time, made after this Mortgage is recorded with the Recorder of Deeds of the County in which the real property described below is located or advanced in accordance herewith to protect the security of this Mortgage or permitted to be advanced in conformity with the Illinois Mortgage Foreclosure Agreement. The maximum amount available under the Agreement, exclusive of interest thereon and permitted or obligatory advances mentioned above, which may be outstanding at any time and which is secured by this Mortgage, shall not at any time exceed \$ 145,000.00

This Mortgage is made this 30th day of August 1993 between the Mortgagee EDWARD QUATROCKI AND CAROLYN QUATROCKI, HUSBAND AND WIFE and the Mortgage Bank One, CHICAGO, ILLINOIS whose address is P.O. BOX 7070 ROSEMONT ILL 60018-7070

**BANK ONE**  
Equity Money Service  
Revolving Credit Mortgage  
011-62-0000-006781

10053547

My Commission Expires  
State of Illinois  
Notary Public, Cook County  
ROBERT R. LABAHN  
OFFICIAL SEAL

Given under my hand and official seal this 30th day of August 1993  
Notary Public

to me to be the same person as EDWARD QUATROCKI AND CAROLYN QUATROCKI, HUSBAND AND WIFE  
whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they have and voluntarily act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, their

County of Cook  
State of Illinois

EDWARD QUATROCKI  
CAROLYN QUATROCKI  
as Trustee under Trust Agreement dated  
and known as Trust Number  
not personally but

LAND TRUST:  
In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagor, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trust 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 Agreement or Mortgage, or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor is personally concerned, Mortgagor, its successors or assigns shall lack solely to the Property hereby mortgaged, conveyed and assigned to any other security given at any time to secure the payment thereof.

Mortgagor (and the beneficiary of Mortgage, if applicable) hereby waives all right of homestead exemption in the Property. Each of the covenants and agreements herein shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Mortgagor, Mortgagor's beneficiary (if applicable), and Mortgage. Mortgagor shall be liable to Mortgagee for all legal costs, including but not limited 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 judgment. Said costs shall be included in the indebtedness secured hereby and become a lien on the Property.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of Illinois Revised Statute Chapter 17, Sections 6405, 6406 and 6407, and 312.2, in the event that any provisions or clause of this Mortgage, or Agreement conflicts with then applicable law, 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.

Any forbearance by Mortgagee 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 Mortgagee. Upon Mortgagee's (or Mortgagee's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee (and Mortgagee's beneficiary, if applicable) 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 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 Mortgage and foreclosure by judicial proceedings and may, for cause, this Mortgage by judicial proceedings without further demand and may, for cause, this Mortgage by judicial proceedings.

Upon Mortgagee's (or Mortgagee's beneficiary, if applicable) breach of any covenant or agreement of the Agreement or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to acceleration shall mail notice to Mortgagee (and Mortgagee's beneficiary, if applicable) 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 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 Mortgage and foreclosure by judicial proceedings and may, for cause, this Mortgage by judicial proceedings without further demand and may, for cause, this Mortgage by judicial proceedings.

3. To keep the Property insured against loss or damage by fire 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 covering all risks acceptable to Mortgagee, and to deposit the policies of insurance with Mortgagee, Mortgagee is hereby authorized to request Mortgagee to provide such insurance and to pay for the same and to compromise any loss covered by such insurance, to collect the proceeds thereof, endorse checks and drafts issued herefor, 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 rebuilding or repairing the damaged Property.

EXHIBIT "A" **UNOFFICIAL COPY**

**LEGAL DESCRIPTION:**

LOT 18 IN BLOCK 75 IN NORTHWESTERN UNIVERSITY SUBDIVISION  
OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP  
41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
LYING EAST OF CHICAGO AVENUE (EXCEPT 15-1/2 ACRES IN IN THE  
NORTH EAST CORNER) IN COOK COUNTY, ILLINOIS.

**TAXES:** 11-19-201-007

**ADDRESS:** 1220 HINMAN AVENUE

EVANSTON, IL 60201

Property of Cook County Clerk's Office

93752115

UNOFFICIAL COPY

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