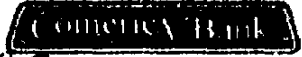


prepared by
mail to:

UNOFFICIAL COPY

5122804-408275

Comerica Bank
8700 N. Waukegan Rd
Morton Grove, IL 60053
REAL ESTATE MORTGAGE



COOK COUNTY CLERK OF COURTS
13 MAR 16 AM 11:51

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ABOVE SPACE FOR RECORDER'S USE ONLY

This Mortgage is made the 9th day of February, 1999, by NBD Trust Company of Illinois as Trustee Under Trust Agreement dated February 11, 1991 known as Trust Number 52870-SK and not personally whose address is _____

_____ (the "Mortgagor") who mortgages and warrants to **COMERICA BANK - ILLINOIS**, a state banking corporation, of 8700 N. Waukegan Road, Morton Grove, Illinois 60053 ("the Mortgagee"), land and property which has this address of 8118 Lowell Avenue (street), Skokie (city) of Cook County, Illinois, 60076 (zip code) hereby releasing and waiving all rights under and by virtue of the homestead laws of this State, described as:

LOT 133 AND THE SOUTH 1/2 OF LOT 134 IN BRENN AND DATO'S MAIN KOSTNER SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4. IN ASSESSOR'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 22 TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

8118 Lowell, Skokie

93194206

Parcel Identification Number 10-22-416-048-0000 together with all buildings and fixtures on the property, whether hereafter placed or now on the property, (herein called the "property") to secure performance hereof and payment of a line of credit in the initial amount of FIFTY Thousand and 00/100 Dollars (\$ 50,000.00), provided by Mortgagee to NBD Trust Company of Illinois as Trustee Under Trust Agreement dated February 11, 1991 known as Trust Number 52870-SK under and subject to Mortgagee's Home Equity Agreement, and any later modification, amendment, or supplement to the agreement as permitted by its terms, and any future indebtedness owing under the line of credit, including but not limited to, additional amounts advanced in excess of the amounts stated in this mortgage resulting from an increase in the line of credit or advances made by Mortgagee in excess of the line of credit, (herein called "Debt"), with interest thereon as provided in the Home Equity Agreement, which is incorporated herein by reference.

This Mortgage secures, among other things, "revolving credit" as that term is defined in Section 4.1 of Illinois' interest statute (ch. 17, para. 6405) or any successor provisions to Section 4.1. It is understood and agreed that this Mortgage will secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, although there may be no advance made at the time of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage, as to third persons without actual notice of such lien, shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder, or, if the property is registered in Torrens, the Registrar of Titles, of the county in which the mortgaged property is located. The total principal amount of revolving credit indebtedness secured by this Mortgage may not exceed \$ 50,000.00, plus interest on such indebtedness, and any disbursements made for the payment of taxes, special assessments, or insurance on the mortgaged property, with interest on such disbursements.

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Mortgagor promises and agrees:

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1. To keep the property insured against fire, winds, storm, flood and such other hazards as Mortgagee may require, in an amount and manner with companies approved by Mortgagee and with the proceeds made payable in the policies to Mortgagee, and to deliver all policies to Mortgagee. Any insurance proceeds received by Mortgagee may be retained by it and may at any time or from time to time be applied by it on the Note and shall constitute payment on the Debt only to the extent so applied.
2. To pay all taxes, assessments and water rates levied on the property within 90 days from the first due date thereof and to deliver the receipts therefor to Mortgagee, and to remove promptly any other liens on the property, except (a) liens given to Mortgagee, and (b) liens specifically referred to above.
3. To keep the property in good repair.
4. That if Mortgagor defaults in the performance of any of the duties imposed by the above covenants, Mortgagee may perform the same and all sums paid by it therefor shall be due and payable by Mortgagor from the time of their payment by Mortgagee with interest thereon at the highest rate as specified in the Debt, and such sums shall be secured by this Mortgage.
5. Mortgagee shall notify Mortgagor prior to accelerating the debt following Mortgagor's default. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require payment in full and shall have the right to foreclose the lien of this Mortgage in accordance with law, in equity, or otherwise. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided by this paragraph, including, but not limited to, reasonable attorney's fees and costs of the title evidence.
6. The term "default" means failure of any of Mortgagor's agreements herein, failure to pay any money due hereunder or under the Debt, and Mortgagor's default in any security instrument having priority over this Mortgage. The term "Mortgagee" includes Mortgagee's successors and assigns, and the term "Mortgagor" includes and binds his heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
7. In the case of foreclosure by Mortgagee, there shall be allowed all court costs and expenses (which may be estimated as to items to be expended after entry of decree) incurred by Mortgagee, including without limitation reasonable attorneys' fees, stenographers' charges, costs of procuring any title commitment and continuations of such title commitment, opinion on title or title insurance policy and continuations of such opinion or policy, Torrens certificates and similar data and assurances with respect to title covering said foreclosure proceedings, cost of any survey, all costs and expenses of procuring testimony and evidence, and all costs and expense secured by Mortgagee in or with respect to any such suit or proceeding, or in the preparation thereof.

All fees and expenses allowable pursuant to this Mortgage, together with interest on such fees and expenses from the date of payment of such fees and expenses, shall be additional indebtedness secured by this Mortgage and shall be a lien on the mortgaged property. Any decree foreclosing this Mortgage shall provide for the payment out of the proceeds of any sale made pursuant to any such decree in the following order: (a) all costs and expenses described in the preceding paragraph with interest as herein provided; (b) all money advanced by Mortgagee for any purpose authorized in this Mortgage, with interest as herein provided; (c) all accrued interest on the indebtedness hereby secured; (d) the principal balance at such time remaining unpaid under the Mortgagee's Home Equity Agreement; and (e) any surplus shall be paid to Mortgagor. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of indebtedness secured by this Mortgage, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, such expenses shall be additional indebtedness secured by this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

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SEE TRUSTEE'S ORDER ATTACHED

NBD Trust Company of Illinois as Trustee
 Under Trust Agreement dated February 11, 1991
 known as Trust Number 52876-3K and not personally

By: [Signature]
 Assistant Trust Officer

Attest: [Signature]
 Assistant Secretary

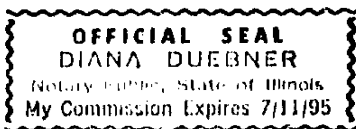
STATE OF ILLINOIS)
) ss.
 COUNTY OF _____)
 STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, Diana Duebner, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph F. Suchurki, Assistant Vice President/ Trust Officer of NBD TRUST COMPANY OF ILLINOIS and Gregory J. Logan, Assistant Vice President/ Assistant Secretary of said Company, personally known to me to be that same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/ Trust Officer and Assistant Vice President/ Assistant Secretary, respectively, appeared before me this day on person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth, and said Assistant Vice President/ Assistant Secretary then and there acknowledged the her/his, as custodian of the corporate seal of said Trust Company did affix the corporate seal of said Trust Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of February, A.D., 19 95

[Signature]
 Notary Public

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My commission expires _____

This instrument was prepared by: _____

After recording to: _____

Notary Public, _____ County, Illinois

NAME: Dan Loxton for American Bank - Illinois
 4700 North Waukegan Road
 Waukegan, Illinois 60053

NAME: Suzanna Gaddy
 8700 North Waukegan Road
 Waukegan, Illinois 60053

Mortgagor promises and agrees:

- To keep the property insured against fire, windstorm, flood and such other hazards as Mortgages may require, in an amount and manner with companies approved by Mortgages and with the proceeds made payable in the policies to Mortgages, and to deliver all policies to Mortgages. Any insurance proceeds received by Mortgages may be retained by it and may at any time or from time to time be applied by it on the Note and shall constitute payment on the Debt only to the extent so applied.
- To pay all taxes, assessments and water rates levied on the property within 90 days from the first due date thereof and to deliver the receipts therefor to Mortgages, and to remove promptly any other liens on the property, except (a) liens given to Mortgages, and (b) liens specifically referred to above.
- To keep the property in good repair.
- That if Mortgages defaults in the performance of any of the duties imposed by the above covenants, Mortgages may perform the same and all sums paid by it therefor shall be due and payable by Mortgages from the time of hereunder or under the Debt, and Mortgages' default in any security instrument having priority over this Mortgage. The term "Mortgages" includes Mortgages' successors and assigns, and the term "Mortgages" includes and binds the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. The obligations and lien of this mortgage, if signed by two or more persons, shall be those of all and of any two or more jointly and of each severally. All remedies specified herein shall be cumulative and in addition to any other remedies provided by law.
- In the case of foreclosure by Mortgages, there shall be allowed all court costs and expenses (which may be estimated as to items to be expended after entry of decree) incurred by Mortgages, including without limitation reasonable attorneys' fees, stampers' charges, costs of procuring any title commitment and continuations of such title commitment, opinion on title or title insurance policy and continuations of such opinion or policy, Torrens certificates and similar data and assurances with respect to title covering said foreclosure proceedings, cost of any survey, all costs and expenses of procuring testimony and evidence, and all costs and expense secured by Mortgages in or with respect to any such suit or proceeding, or in the preparation thereof.
- All fees and expenses allowable pursuant to this Mortgage, together with interest on such fees and expenses from the date of payment of such fees and expenses, shall be additional indebtedness secured by this Mortgage and shall be a lien on the mortgaged property. Any moneys foreclosing this Mortgage shall provide for the payment out of the proceeds of any sale made pursuant to any such decree in the following order: (a) all costs and expenses described in the preceding paragraph with interest as herein provided; (b) all money advanced by Mortgages for any purpose authorized in this Mortgage, with interest as herein provided; (c) all accrued interest on the indebtedness hereby secured; (d) the principal balance at such time remaining unpaid under the Mortgage's Home Equity Agreement; and (e) any surplus shall be paid to Mortgages. In the event that, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire amount of indebtedness secured by this Mortgage, Mortgages shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenses as are enumerated above, such expenses

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Property of

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Parcel Identification Number 10-22-416-048-0000

together with all buildings and fixtures on the property, whether hereafter placed or now on the property, therein called "the property") to secure performance hereof and payment of a line of credit in the initial amount of _____ Dollars (\$ 50,000.00), provided by Mortgagee to NBD Trust Company of Illinois as Trustee Under Trust Agreement dated February 11, 1991 known as Trust Number 52870-SK

under and subject to Mortgagee's Home Equity Agreement, and any later modification, amendment, or supplement to the agreement as permitted by its terms, and any future indebtedness owing under the line of credit, including but not limited to, additional amounts advanced in excess of the amounts stated in this mortgage resulting from an increase in the line of credit or advances made by Mortgagee in excess of the line of credit, (herein called "Debt"), with interest thereon as provided in the Home Equity Agreement, which is incorporated herein by reference.

This Mortgage secures, among other things, "revolving credit" as that term is defined in Section 4.1 of Illinois' interest statute (ch. 17, para. 6405) or any successor provisions to Section 4.1. It is understood and agreed that this Mortgage will secure not only the existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date of this Mortgage, although there may be no advance made at the time of this Mortgage and although there may be no actual notice of such lien, shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder, or if the property is registered in Torrens, the Registrar of Titles, of the county in which the mortgaged property is located. The total principal amount of revolving credit indebtedness secured by this Mortgage may not exceed \$ 50,000.00, plus interest on such indebtedness, and any disbursements made for the payment of taxes, special assessments, or insurance on the mortgaged property, with interest on such disbursements.

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8118 Lowell, Skokie

This Mortgage was made the _____ 9th day of February 1993, by NBD Trust Company of Illinois as Trustee Under Trust Agreement dated February 11, 1991, known as Trust Number 52870-SK (and not personalty) whose address is _____

(the "Mortgagor") who mortgages and warrants to COMERICA BANK - ILLINOIS, a state banking corporation, of 8700 N. Waukegan Road, Morton Grove, Illinois 60053 ("the Mortgagee"), and property which has the address of _____ 8118 Lowell Avenue Skokie (City) of Cook County, Illinois, 60076 (zip code), hereby releasing and waiving all rights under and by virtue of the homestead laws of this State, described as:

LOT 133 AND THE SOUTH 1/2 OF LOT 134 IN KRENN AND DATO'S MAIN KOSTNER SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 IN LESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 22 TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ABOVE SPACE FOR RECORDERS USE ONLY

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COMERICA BANK
8700 N. Waukegan Rd
Morton Grove, IL 60053
REAL ESTATE MORTGAGE

BOX 333 - TM

prepared by mail to:

4087275

THIS MORTGAGE is entered by NEO TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee under Trust No.

5241254 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NEO

TRUST COMPANY OF ILLINOIS hereby witnesses that it possesses full power and authority to execute this instrument) and it

is hereby understood and agreed that nothing contained herein or in the title or in any other instrument given in evidence in

connection herewith shall be construed as creating any liability on the part of the said First Party, Mortgagee, or on the

part of the said Trust Company of Illinois, personally, to pay the said Note or any interest that may accrue thereon, or on any

redemption, securing hereunder, or to perform any covenant, act or contract or to defend, maintain or prosecute, or any

action, suit or proceeding, or to perform any other duty or obligation that may be imposed upon it by law or otherwise,

it being expressly agreed by the Trustee, the legal owner(s) or holder(s) of said Note, and by every party to it or hereunder

claiming any right or security hereunder, and that so far as the First Party, Mortgagee, Trustee and said NEO TRUST COMPANY

OF ILLINOIS personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness

securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien

thereby created in the manner herein and in said Note provided or by action in order to enforce the personal liability of the guarantors,

if any. All the covenants and conditions to be performed hereunder by NEO TRUST COMPANY OF ILLINOIS are undertaken by

it solely as Trustee in disclosed and not individually, and no personal or individual liability shall be asserted or enforceable against

NEO TRUST COMPANY OF ILLINOIS by reason of any contracts, claims and/or representations, endorsements or warranties

expressed or implied herein contained in this instrument.

1.9 Also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that

NEO TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to,

(a) the presence, dispersal, release or threatened release of any hazardous materials on, over, under, from or affecting the

property, soil, water, vegetation, buildings, structural property, persons or animals thereof (b) any personal injury including

emotional distress or property damage (c) or personal injury arising out of or related to such hazardous materials; (d) any lawsuit

brought or threatened, instituted or pending or government order relating to such hazardous materials, and/or (e) any violation

of laws, orders, regulations, requirements or demands of governmental authorities, or any policies or requirements of the Trustee

which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants'

fees, expenses and liability fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exception to title and the provisions of this document to which it is

attached, the provisions of this title shall govern.

93194306