



BANK ONE Order # A0062448

Revolving Credit Mortgage

This Mortgage is made this 23rd day of June, 1994 between the Mortgagor

JONATHAN R. FISKE AND JUDITH L. H. FISKE, HUSBAND AND WIFE

and the Mortgagee BANK ONE, CHICAGO, ILL. ("Mortgagee") whose address is

P.O. BOX 7070 ROSEMONT ILL. 60018-7070 (Street) (City) (State) (Zip Code)

Mortgagor or Mortgagee's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated MAY 29, 1994 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 Mortgagor or Mortgagee's beneficiary (if applicable) until the last day of the 120th full calendar month following the date of the Agreement

This Mortgage is given to secure the outstanding and unpaid obligatory loan advances made or 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 hereby shall not at any time exceed \$ (65,000.00).

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 taxes, assessments, insurance premiums or costs incurred for protection of the Property and the performance of the covenants and agreements of Mortgagor 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 contemporaneously herewith or to be made in the future,

Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real property located in the County of COOK State of ILLINOIS and described as follows:

LOT 13 IN BLOCK 7 IN ORNSTADT ADDITION TO EVANSTON, A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

LIBERTY COUNTY EXPRESS

DEPT-01 RECORDING 423.50 19999 TRAM 5135 08/17/94 11140100 88025 0 DW 4-94-7280557 COOK COUNTY RECORDER

Common Address: 2319 SHERMAN AVENUE, EVANSTON, IL 60201 Property Tax No: 11-07-116-005

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".

Mortgagor 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

LIBERTY FEDERAL SAVINGS BANK recorded with the Recorder of Deeds JUNE 13, 1994

County COOK its Document No. 94517554 ("prior mortgage").

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

This instrument prepared by and to be returned to Bank One, CHICAGO, ILL. Address: P.O. BOX 7070 ROSEMONT, IL 60018-7070 LOAN OPERATIONS

MAILED TO 19

2350 18

UNOFFICIAL COPY

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, one and being said Property with one or more 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 thereon and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter becoming due and to permit the use of the same for the purpose of rebuilding or repairing the damaged Property

4 To pay all taxes and assessments against said Property at the same shall be one 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 full period for which taxes and assessments are 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 assessment.

In the event such deposits exceed the amount required for the payment of taxes and assessments, if the Mortgagee may apply a part or all of such excess at such time as it 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, Mortgagee shall, on demand, pay such deficiency.

If 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 mortgaged by Mortgagee or its beneficiary (including modification or amendment of the prior mortgage to increase the indebtedness thereby incurred) without Mortgagee's prior written consent, or the Property is no longer the principal residence of Mortgagee or its beneficiary, Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

Upon Mortgagee or Mortgagee's beneficiary, if applicable, breach of any covenant or agreement of the Agreement or the Mortgage, including the covenants to pay when due a sum secured by this Mortgage or as set forth in the Agreement, Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee may, at its option, declare all the sums secured by this Mortgage to be immediately due and payable if: (1) the breach (2) the action required to cure such breach is not taken within 30 days from the date the notice is mailed, by which such breach must be cured, and (3) that failure to cure such breach or, if before the date specified in the notice, may result in acceleration of the sums secured by this Mortgage and forfeiture by judicial proceedings and sale of the Property. The time specified in the notice to cure the breach may be extended or shortened at the discretion of Mortgagee. Mortgagee, at its option, may declare all of the sums secured by the Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings.

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.

This Mortgage shall be governed by the law of the State of Illinois, including without limitation the provisions of the Illinois Uniform Fiduciary Code (Sections 6401, 6406 and 6407 and 112-2). In the event that any provisions of clause of the Mortgage or Agreement conflict with the application of a law of another state, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provisions and to the end the provisions of the Mortgage and Agreement are declared to be favorable.

Mortgagee shall be liable to Mortgagee for all legal costs, including but not limited to reasonable attorney fees, and costs and charges of any suit 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.

Mortgagee (and the beneficiary of Mortgagee, if applicable) hereby waives all right of non-estoppel 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 Mortgagee, Mortgagee's beneficiary (if applicable), and Mortgagee.

In the event the Mortgagee creating this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagee not personally, but as Trustee hereunder in the exercise of the power and authority conferred upon and vested in it as such Trustee and the Mortgagee 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 Mortgagee, personally to pay any and all obligations due under or pursuant to the Agreement or Mortgage, or any indebtedness incurred by the Mortgagee, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that to be as Mortgagee, personally concerned. Mortgagee, its successors or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any other security obtained at any time to secure the payment thereof.

LAND TRUST

INDIVIDUALS

not personally but

as Trustee under Trust Agreement dated _____ and known as Trust Number _____

BY: _____
its _____

Signature of Jonathan R. Fiske
Signature of Judith L. H. Fiske
JONATHAN R. FISKE & JUDITH L. H. FISKE
PURSUANT TO POWER OF ATTORNEY
JUDITH L. H. FISKE
per witness to power of attorney

County of Cook
State of Illinois

I, ROBERT R. LISAHN, a Notary Public in and for said County, in the State aforesaid DOHEREBY CERTIFY THAT JONATHAN R. FISKE AND JUDITH L. H. FISKE, HUSBAND AND WIFE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of non-estoppel.

Given under my hand and official seal this _____ day of _____ 1994.
OFFICIAL SEAL
ROBERT R. LISAHN
Notary Public, Cook County
State of Illinois
My Commission Expires 10-5-95

day of _____ 1994
Signature of Notary Public
Notary Public
Commission Expires 10-5-95