

BANK ONE Order # AUG 3691

Revolving Credit Mortgage

This Mortgage is made this 5th day of AUGUST, 1994 between the Mortgagor

DAVID L. WEINSTEIN AND LINDA M. WEINSTEIN, HUSBAND AND WIFE

94734570

and the Mortgagee **BANK ONE**, CHICAGO, NA ("Mortgagee") whose address is P O BOX 7070 ROSEMONT IL 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 AUGUST 5, 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 business 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 \$ 173,000.00

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 prior loans, 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 Mortgagor or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made or 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 3 IN BLOCK 4 IN SEGER'S SUBDIVISION OF LOT 5 IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXPRESS SECURITY

DEPT-01 RECORDING \$23.50
T#1111 TRAN 6327 08/19/94 12:26:00
#4358 # CG *-94-734570
COOK COUNTY RECORDER

94734570

Common Address: 719 HARVARD, WILMETTE, IL 60091

Property Tax No: 05-33-104-002

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

WINDSOR MORTGAGE, INC

County COOK as Document No. 92934290

Recorded with Recorder of Deeds OCTOBER 18, 1993
COUNTY CLERK OF COOK COUNTY
RECORDED

Mortgagor further covenants:

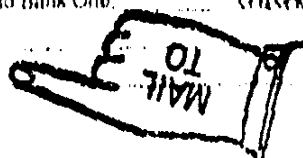
- To perform all the covenants on the part of Mortgagor to perform and under the provisions of any prior mortgage and upon failure of Mortgagor to perform such covenants Mortgagee herein may, at its option, do so. Mortgagee shall have a claim against Mortgagor (and Mortgagee's beneficiary, if applicable) for all sums so paid by it for the Mortgagee (and Mortgagee's beneficiary, if applicable) plus interest as hereinafter provided; it being specifically understood that although Mortgagee may take such cumulative 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.
- To keep and maintain all buildings now or hereafter situated upon the Property in 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, NA

Address P O BOX 7070

ROSEMONT, IL 60018-7070
LOAN OPERATIONS



23/8/94

UNOFFICIAL COPY

3. To keep the Property insured against loss or damage by fire and windstorm and other perils, the Mortgagee shall require the Mortgagor and the holder of any prior mortgage in the aggregate amount of the total of the payments made by the Mortgagor and the holder of any prior mortgage acceptable to Mortgagee and to deposit the policies of insurance with Mortgagee if requested by Mortgagee. Mortgagee shall be authorized to adjust and compromise any loss covered by such insurance, to collect the proceeds thereof, *encluse* check or draft in cash therefor, and to apply such proceeds as a credit upon any part of the indebtedness *see and hereby* whether then due or hereafter become due, or 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 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 Mortgagor 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. The Mortgagor 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 portion of such excess, at such time as it may elect to the principal of indebtedness *see and 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) is subject to a prior mortgage or other lien or other encumbrance by Mortgagee or its beneficiary including modification or amendment to the priority, any such encumbrance shall be void as to the interest covered without Mortgagee's prior written consent, or the Property 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's or Mortgagee's beneficiary, if applicable, breach of any covenant or agreement in this Agreement or the Agreement of Mortgagee, or failure to pay when due any sums secured by this Mortgage or as set forth in the Agreement of Mortgagee, prior to acceleration of the sums secured to Mortgagee and Mortgagee's beneficiary, if applicable, specifying: (1) the breach; (2) the action required to cure such breach; (3) a period of time, 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 or to before the expiration of such period may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceeding against the Property. If the period of cure is not complied with by the date specified in the notice, Mortgagee, at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding.

Any forbearance by Mortgagee in exercising any right of remedy hereunder, or otherwise afforded by applicable law, shall not be construed to prejudice the exercise of any such right of 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 Commercial Code (Chapter 5, Sections 6-405, 6-406 and 6-407, and 312). In the event that any provision in this Mortgage or Agreement of Mortgagee conflicts with the applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without such conflict, and to the extent the provisions of this Mortgage and Agreement are declared to be inoperative.

Mortgagor shall be liable to Mortgagee for all legal costs, including but not limited to reasonable attorney's fees and costs of court, 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.

Mortgagor (and the beneficiary of Mortgagee, 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 Mortgagee.

In the event the Mortgagor executing this Mortgage is an Illinois land trust, this Mortgage is executed by Mortgagee and personally by the Trustee thereof 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 Agreement of Mortgagee or any indebtedness secured by this Mortgage, or to perform any covenant, either express or implied, hereon contained, all such obligations and liability being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagee, its beneficiary, successors or assigns shall look solely to the Property hereby mortgaged, conveyed and assigned to any effect, in whole or in part, at any time to secure the payment thereof.

LAND TRUST

WITNESSETH

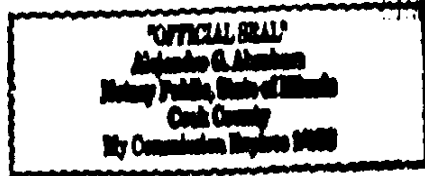
not personally but

David C. Weinstein
DAVID C. WEINSTEIN
Notary Public, State of Illinois
My Commission Expires 08/31/2010

as Trustee under Trust Agreement dated

and known as Trust Number

BY
ds.
County of COOK
State of Illinois



I, ALEJANDRO G. ABRAHAM, a Notary Public in and for the County of Cook and State of Illinois, do hereby certify that I have personally known and identified the foregoing signers, appeared before me this day in person and acknowledged that they are the persons whose names are subscribed to the foregoing instrument as their true and voluntary act for the use of and purposes of the parties thereto, and that they are duly qualified to execute the same.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS

5th

day of

AUGUST 2008

Notary Public, State of Illinois