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Equity Money Service

BANK ONE

Revolving Credit Mortgage

Acc 64111

This Mortgage is made this 13th day of August 1994 between the Mortgagor

MICHAEL J. KOHLER AND LIZABETH K. KOHLER, HIS WIFE

and the Mortgagee BANK ONE, CHICAGO, NA ("Mortgagee") whose address is F 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 13, 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 \$ 60,000.00

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 hereafter 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 Mortgagor contained herein and of the Mortgagor or beneficiary of Mortgagee (if applicable) in the Agreement and in consideration of the advances made either 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:

EXPRESS

SEE ATTACHED LEGAL DESCRIPTION

DEPT-01 RECORDING \$25.50
T#1111 TRAM 6453 09/02/94 11:44:00
#7255 + CG #94-774547
COOK COUNTY RECORDER

94774547

Common Address: 911 SHERIDAN ROAD, WILMETTE, IL 60091
Property Tax No.: 05-26-100-012

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".

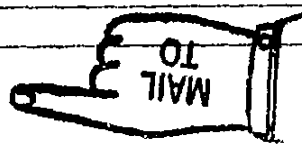
Mortgagor covenants that Mortgagor is lawfully seized of the Property and has the right to Mortgage the Property, that Mortgagor will defend generally the title to the Property against all claims and demands, subject to any declarations, easements, restrictions, conditions and covenants of record, and zoning restrictions and that the Property is unencumbered except for the balance presently due on that certain mortgage held of record by

HARRIS TRUST & SAVINGS BANK recorded with the Recorder of Deeds FEBRUARY 14, 1994
County COOK as Document No. 94138980 ("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 Mortgagor's beneficiary, if applicable) for all sums so paid by it for the Mortgagor (and Mortgagor'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, NA
Address: P O BOX 7070

ROSEMONT, IL 60018-7070
LOW OPERATIONS
Form No. 21002/10-93



BANC ONE ILLINOIS CORPORATION 1992
255087

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3. To keep the Property insured against fire or damage by fire and windstorm, hail, lightning, and other hazards, and Mortgagee to cause the Mortgagor and the holder of any prior mortgage in the aggregate to maintain the fire and windstorm insurance with a first class fire and windstorm insurance company 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, and to apply such proceeds as a credit upon any part of the indebtedness secured hereby whether then due or thereafter due, until the proceeds are applied for the purpose of rebuilding or repairing the damaged Property.

4. To pay all taxes and assessments against said Property in the amount of all taxes and assessments due and payable on it the responsibility of the Mortgagor. To pay to Mortgagee on each installment date a sum equal to the sum of one-twelfth (1/12) of the taxes and assessments due and payable on it the portion of the taxes and assessments due and payable at or limited by Mortgagee, and deposits shall be without interest (except the late charges usually required by law) and the taxes and assessments shall be paid therefrom, they become due and payable to the extent that the deposits are sufficient and the Mortgagor 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, 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 in excess of the amount required for the payment of taxes and assessments, Mortgagor 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 or conveyed, transferred or further encumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage) hereunder, the responsibility hereby assumed without Mortgagee's prior written consent of the Property is no longer the principal indebtedness 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 Mortgagee's or Mortgagee's beneficiary, if applicable, breach of any covenant or agreement of the Agreement or this Mortgage, including this document, to pay when due any sums secured by this Mortgage or as set forth in the Agreement, Mortgagee prior to foreclosure may cause a lien to be placed on the Property and Mortgagee's beneficiary, if applicable, specifying (1) the breach, (2) the action required to cure such breach, and (3) the date of such action. Such date may be the date the notice is mailed, by which such action must be taken, and (4) that failure to cure such breach prior to the date specified in the notice may result in acceleration of the sums secured by this Mortgage, and foreclosure by judicial proceeding and sale of the Property, and the sums secured hereby shall be due on the date specified in the notice. Mortgagee or Mortgagee's beneficiary 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 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 Illinois Revised Statute Chapter 117, Sections 6405, 6406 and 6407, and 312.2. In the event that any provisions or clause of this Mortgage or Agreement conflict with then applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without conflicting provisions, and to this end the provisions of the Mortgage and Agreement are declared to be severable.

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.

Mortgagor (and the beneficiary of Mortgagor, 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 Mortgagor, not personally, but as Trustee, attorney and 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 created 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor 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.

LAND TRUST. _____ INDIVIDUALS _____

_____ not personally but

as Trustee under Trust Agreement dated _____

_____ and known as Trust Number _____

BY _____

its _____

County of Cook
State of Illinois }

Michael J. Kohler
MICHAEL J. KOHLER
Lizabekth K. Kohler
LIZABETH K. KOHLER

I, Elizabeth Warner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL J. KOHLER AND LIZABETH K. KOHLER, HIS WIFE personally known

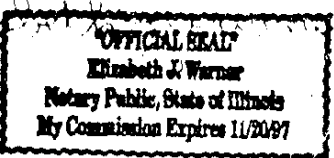
to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before

me 94 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 homestead

Given under my hand and notarial seal this 13th day of August, 19 94

Notary Public
Commission Expires _____



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PROPERTY ADDRESS: 911 SHERIDAN ROAD
WILMETTE, IL. 60091

LEGAL DESCRIPTION:

LOTS 1 AND 2 (EXCEPT THAT PART OF SAID LOT 2 LYING NORTHWESTERLY OF A LINE 90 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 3) AND (EXCEPT THAT PART OF SAID LOTS 1 AND 2 LYING SOUTHEASTERLY OF A LINE 150.50 SOUTHEASTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 3) ALL IN JOHNSON AND LIMBERTS RESUBDIVISION OF LOTS 1, 2, 3 AND 4, IN SHERIDAN ROAD SUBDIVISION OF BLOCK 9 IN DINGEE'S ADDITION TO WILMETTE, WITH THAT PART OF ORIGINAL BLOCK 9 IN DINGEE'S ADDITION TO WILMETTE, WITH THAT PART OF ORIGINAL BLOCK 9, NOW STREET, LYING EAST OF LOT 1 IN SAID BLOCK 9 (IN SHERIDAN ROAD SUBDIVISION) IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAXES: 05-26-100-012

Cook County Clerk's Office

947771547

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Property of Cook County Clerk's Office

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