015 [illegible]

Equity Money Service

BANK ONE

Revolving Credit Mortgage

This Mortgage is made this 11th day of January, 19 94, between the Mortgagor, 94103741

EGBERT A. FORBES AND IRESTELLE S. FORBES, HIS WIFE

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

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

Mortgagor or Mortgagor's beneficiary (if applicable) has entered into a Home Equity Line of Credit Agreement with the Mortgagee dated ______ 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 Mortgagor'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 $ 68,000.00

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 Mortgagor (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:

A3356885

SEE LEGAL DESCRIPTION ATTACHED

DEPT-01 RECORDING $25.50
T#0000 TRAN 6390 02/01/94 11:16:00
$4293 $ *-94-103741
COOK COUNTY RECORDER

94103741

Common Address: 1812 LEMAR, APT. B, EVANSTON, IL 60201

Property Tax No.: 10-13-113-044

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 FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON recorded with the Recorder of Deeds JUNE 29, 1977 County COOK as Document No. 23992114 ("prior mortgage"). 94103741

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
ATTN: LOAN OPERATIONS

2550 3

Form No. 21002-10-93

3. To keep the Property insured against loss or damage by fire and windstorm and such other hazards as Mortgagee may require, for the benefit of Mortgagee and the holder of any prior mortgage in the aggregate amount of the total mortgage indebtedness secured hereby and [illegible] [illegible] with insurance 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 therefor, 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 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 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, 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, 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, conveyed, transferred or further encumbered by Mortgagor or its beneficiary (including modification or amendment of the prior mortgage) [illegible] the indebtedness thereby [illegible] without Mortgagee's prior written consent, or the Property is no longer the principal residence 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 Mortgagor's (or Mortgagor'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 Mortgagor (and Mortgagor's beneficiary, if applicable) specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed, by which said 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 proceeding and sale of the Property. If the breach is not cured on or before 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 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 Illinois Revised Statutes 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 the 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.

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 judgement. 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 aforesaid 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 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 personally is 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

not personally but

as Trustee under Trust Agreement dated

and known as Trust Number

BY:

its

INDIVIDUALS:

Egbert A. Forbes

EGBERT A. FORBES

Trestelle S. Forbes

TRESTELLE S. FORBES

93260116

County of Cook }

State of Illinois }

I, ANDREW F. LAZAR, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EGBERT A. FORBES AND TRESTELLE S. FORBES, HIS WIFE personally known to me to be the same personS whose nameS 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 homestead.

Given under my hand and notarial seal this 11th day of January, 1993

OFFICIAL SEAL
ANDREW F. LAZAR
COOK COUNTY
Notary Public, State of Illinois
My Commission Expires 7/1/96

Notary Public

Commission Expires

LEGAL DESCRIPTION:

PARCEL 1: THAT PART OF LOTS 29 AND 30 TAKEN AS A TRACT IN BLOCK 3 IN ARTHUR T. MC INTOSH'S CHURCH STREET ADDITION TO EVANSTON, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 29 WHICH IS 46.42 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 29 TO A POINT IN THE NORTH LINE OF SAID LOT 30 WHICH IS 48.77 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 30 AND LYING EAST OF A LINE DRAWN FROM A POINT IN THE SOUTH LINE OF SAID LOT 29 WHICH IS 67.42 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT 29 TO A POINT IN THE NORTH LINE OF SAID LOT 30 WHICH IS 69.77 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 30;

PARCEL 2: THE SOUTH 11 FEET OF THE NORTH 28 FEET AS MEASURED ON THE WEST LINE THEREOF OF THE WEST 22 FEET AS MEASURED ALONG THE NORTH LINE THEREOF OF THE AFORESAID LOTS 29 AND 30 TAKEN AS A TRACT IN BLOCK 3 IN ARTHUR T. MC INTOSH'S CHURCH STREET ADDITION;

PARCEL 3: EASEMENT AS SET FORTH IN THE DECLARTION OF EASEMENT AND EXHIBIT "1" THERETO ATTACHED, DATED JUNE 23, 1959 AND RECORDED JUNE 26, 1959 AS DOCUMENT NUMBER 17500828 AND CORRECTED DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO ATTACHED DATED AND RECORDED OCTOBER 8, 1959 AS DOCUMENT NUMBER 17680728 AND IN DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO DATED AND RECORDED OCTOBER 22, 1959 AS DOCUMENT NUMBER 17692491; ALL MADE BY MORTON CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, AND AS CREATED BY DEED FROM MORTON CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, TO DAVID MILTON NORRIS AND ANTOINETTE ELAINE NORRIS, DATED OCTOBER 1, 1964 AND RECORDED OCTOBER 27, 1964 AS DOCUMENT NUMBER 19285681, ALL IN COOK COUNTY, ILLINOIS.

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