

THIS IS A MORTGAGE between the Mortgagors who sign below and the Bank whose name appears at the top of this Mortgage, as the Mortgagor. Additional terms of the Mortgage appear on the other side.

The Mortgagor mortgages and warrants to the Mortgagee land located in the City of Winnetka, County of Cook, State of Illinois, described as follows:

LOT 3 IN WILLOW RIDGE, A RESUBDIVISION OF LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN DALE'S SECOND SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

- DEPT-01 RECORDING \$23.00
T#0001 TRAM 8481 06/14/95 12:13:00
\$1016 + CG * -95-385573
COOK COUNTY RECORDER
DEPT-10 PENALTY \$20.00

Common Address: 350 Ridge Avenue, Winnetka, Illinois 60093

P.I.N. # 05 20 403027

together with all easements, improvements, hereditaments and appurtenances that now or in the future belong to this land, any rents, income and profits from this land, and all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, that are now or in the future attached to or used in connection with this land (the "PROPERTY")

This Mortgage is given to secure the DEBT, which includes the payment of all indebtedness and the performance of all obligations that the Mortgagor now and hereafter owes the Mortgagee under this Mortgage and under a certain Home Equity Line of Credit Disclosure Agreement dated March 23, 1995

including all extensions, renewals, and modifications thereof ("Agreement"). The Agreement has a credit limit of \$100,000.00

unless the limit is increased and a Notice of Increase is filed in the Office of the Register of Deeds where this Mortgage has been recorded. Under the terms of the Agreement, the Mortgagee has the absolute obligation in certain circumstances to make, and shall make, future advances to Mortgagor upon demand. When this obligation is terminated, Mortgagee will record in the Office of the Register of Deeds where this Mortgage has been recorded, a Notice of Termination of Obligation which shall recite the then outstanding indebtedness under the Agreement.

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advances made at the time of the execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereto) at any one time outstanding shall not exceed the credit limit set forth above, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, the Agreement or any other document with respect thereto, including but not limited to payment for taxes, special assessments or insurance on the real estate, and the interest on such disbursements. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the real estate not yet due and payable, to the extent of the maximum amount secured hereby.

Additional Provisions. Mortgagor grants this Mortgage to Mortgagee free from all rights and benefits under and by virtue of the Homestead Exemption laws, of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

Additional Provisions.

Each Mortgagor agrees to all of the terms of the Mortgage Agreement, which appear on the other side.

The Mortgagor has executed this Mortgage as of March 23, 1995

Witnesses: Signature: X [Signature] Name: Robert C. McCall

Mortgagors: Mary Helen Garrison Trust, Mary Helen Garrison Trust, U/T/A Dtd 9-22-94. Signature: X [Signature] Name: Mary Helen Garrison Address: 350 Ridge Avenue, Winnetka, IL 60093. Marital Status:

Handwritten calculation: 23.00 + 20.00 = 43.00

STATE OF ILLINOIS COUNTY OF DuPage ss. Ruth P. Painter

Mary Helen Garrison, as trustee

known to me to be the same person whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Mary Helen Garrison, as Trustee signed and delivered the instrument as free and voluntary act, for the uses and purposes therein set forth

Dated 5-26, 1995

This instrument prepared by Robert C. McCall

Notary Public Seal for Ruth P. Painter, Notary Public, State of Illinois, My Commission Expires 10/19/95

UNOFFICIAL COPY

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