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BENEFICIARY'S ADDENDUM TO RIDER

1. The undersigned, owning all the beneficial interest in the Trust (as defined in the foregoing Rider) hereby represents and warrants that Mortgagor has full power and authority to execute the Mortgage as security for the Agreement.

2. The undersigned agrees to cause Mortgagor to comply with all the terms of the Mortgage and shall take any action necessary to cause such compliance. A default by the undersigned under this Addendum to Rider shall constitute a default under Section 8 of the Agreement and paragraph 13 of the Mortgage.

3. The undersigned waives any right of homestead that the undersigned may now or hereafter have in the Property or in any beneficial interest therein.

4. All defined terms shall have the meanings ascribed to them in the Mortgage described in the foregoing Rider.

IN WITNESS WHEREOF, the undersigned has/have executed this Addendum to Rider as of

_____, 19____

X
Sam Okner

X *Debra J. Okner*
Debra Okner

State of Illinois

County of Cook

I, Lisa Okner, a Notary Public in and for said county and state, do hereby certify that Sam & Debra Okner appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24 day of March, 1989

My commission expires Dec. 12, 1989

Lisa Okner
NOTARY PUBLIC

3787837

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THE SOUTHWESTERLY 20 FEET OF THE NORTHEASTERLY 136.6 FEET OF LOT 3, TOGETHER WITH THAT PART OF SAID LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHWESTERLY LINE OF WOODLAWN AVENUE 67-1/2 FEET NORTHEASTERLY FROM SOUTHWESTERLY LINE OF SAID LOT 3; RUNNING THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF THE TRACT OF LAND CONVEYED BY THE GRANTEE TO FRED GEORGE WOLTER AND GERTIE MARY WOLTER AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 3, 228.64 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 67-1/2 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL TO SAID NORTHEASTERLY LINE OF SAID LOT, 228.64 FEET, MORE OR LESS TO THE NORTHWESTERLY LINE OF WOODLAWN AVENUE; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE OF WOODLAWN AVENUE, 67-1/2 FEET TO THE PLACE OF BEGINNING.

ALL IN THEODORE D. HAUSCH'S SUBDIVISION OF THAT PART LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE ELECTRIC RAILROAD COMPANY, OF THE SOUTHERLY 5 ACRES OF THAT TRACT OF LAND SHOWN ON THE MAP OF TAYLOR'S ADDITION TO TAYLORSPOST, BOUNDED NORTHERLY BY MARY STREET, SOUTHERLY BY SOUTH STREET (NOW WOODLAWN AVENUE), EASTERLY BY GREEN BAY ROAD AND WESTERLY BY THE RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY (FORMERLY KNOWN AS THE CHICAGO AND MILWAUKEE RAILROAD COMPANY) BEING IN THE SOUTHWEST 1/4 OF SECTION 8, AND THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

Cook County Clerk's Office

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EXHIBIT
IN SUIT NO. 123

3787517

Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 20th day of March, 1989, between the Mortgagor, American National Bank and Trust Company, a National Banking Association, as Trustee under Trust Agreement dated September 1, 1987 and known as Trust Agreement No. 12345, and the Mortgagee, The Northern Trust Company, an Illinois banking corporation, with its main banking office at 60 South La Salle Street, Chicago, Illinois 60676 (herein "Mortgagee"). **SEE RIDES ATTACHED HERETO AND MADE PART OF THIS MORTGAGE.**

WHEREAS, the Mortgagor is desirous of obtaining a credit line from the Mortgagee to be used for the purpose of refinancing the Mortgagor's existing mortgage on the property described in the attached legal description; and

NOW, THEREFORE, to carry out the requirement of the Master Credit Agreement, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagee herein, the Mortgagor hereby mortgages, conveys, transfers and conveys to Mortgagee the property located in the County of Clark, State of Illinois, which has the street address of 1234 East Chicago Street, Chicago, Illinois 60604 (herein "Property"), legally described as

SEE ATTACHED LEGAL DESCRIPTION

Instrument Index Number 02-03-319-022

TOGETHER with all the improvements thereon or hereafter erected on the property, and all interests in the property, together with all rights and benefits, as well as water, gas, sewer, telephone, and other utility rights, and all fixtures now or hereafter attached to the property, and all other rights and interests in the property, together with all other rights and interests in the property, for the purpose of securing the performance of the covenants and agreements herein contained.

Mortgagee covenants that Mortgagee is lawfully entitled to the whole hereby conveyed and has the right to use the same for the purpose of the Property, and that Mortgagee will warrant and defend generally the title to the Property against all claims and demands, whether or not such claims or demands are based on a schedule of encumbrances to coverage in any title insurance policy covering the Property, and to defend the Property.

COVENANTS. Mortgagee covenants and agrees as follows:

- 1. Payment of Principal and Interest.** Mortgagee shall promptly pay when due the principal of all indebtedness on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph 1 hereof shall be applied by Mortgagee first to payment of amounts payable to Mortgagee by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.
- 3. Mortgagee has paid and pre-paid the entire amount of Mortgagee's payment of the entire outstanding principal of the entire and termination of the Equity Credit Line. Mortgagee shall be entitled to a refund of the amount of such pre-paid interest charges in an amount not less than the amount that would be advanced by the amount of such pre-paid interest charges if all such pre-paid interest charges were applied to the outstanding balance of the indebtedness and the pre-paid interest charges if such a payment by such bank to the secured creditor pre-paid interest charges and any amounts advanced on behalf of any deficiency is added to the outstanding balance of the indebtedness.**

This document prepared by:

Attest:
Notary Public
Chicago, Illinois

NOTE IDENTIFIED

228832

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Property of Cook County Clerk's Office

Submitter City
 Address
 Phone
 Driver License
 Address
 Date
 State
 Method

3187837

3187837

3187837

1377754
 IN DUPLICATE
 3187837

Mortgage shall be given by mailing such a copy to the address of the Mortgagee at the Property Address or at such other address as Mortgagee may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or Mortgagee when given in the manner designated herein.

14. Governing Law; Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable laws, such conflict shall not effect other provisions of this Mortgage or the Agreement which are given effect without the conflicting provision, and to the extent the provisions of this Mortgage and the Agreement are declared to be severable, provided that Mortgagee may exercise its termination option provided in paragraph 15 in the event of changes in law after the date of this Mortgage.

15. Mortgagee's Copy. Mortgagee shall be furnished a confirmed copy of this Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust (including trusts in the Property), is sold or transferred by Mortgagee without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such loan is converted to an installment loan as provided in the Agreement, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or not, made at the option of Mortgagee, or otherwise, as are made within 20 years from the date hereof, to the extent of, or if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be an 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 date of the filing for record in the recorder's or register's office of 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 principal balance of indebtedness secured hereby including disbursements that Mortgagee may make under this Mortgage, the Agreement, or any other document, with respect thereto, at any one time outstanding shall not exceed for Maximum Credit Advance, plus interest thereon, and any disbursements made for payment of such unpaid arrearages, or for taxes on the Property and interest on such disbursements but such indebtedness being hereinafter referred to as the revolving amount secured hereby. This Mortgage shall be valid and have priority as the lien of the original contract secured hereby over all subsequent loans and encumbrances, including subsequent loans, excepting only taxes and encumbrances levied on the Property given priority by law.

18. Conversion to Installment Loan. Pursuant to the Agreement, Mortgagee may terminate the Agreement and convert the revolving credit loan secured hereby into an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which

shall be paid by the borrower in 20 years after the date of the recording of this Mortgage, and shall secure such installment loan.

19. Acceleration; Remedies. Upon Mortgagee's breach of any covenant or agreement of Mortgagee in this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein, Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceedings, provided that Mortgagee shall notify Mortgagee at least 30 days before instituting any action, pending or foreclosure (except in the case of Mortgagee's abandonment of the Property or other adverse circumstances). Mortgagee shall be entitled to collect its costs, including all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or effected by law or equity, and may be exercised concurrently, independently, or successively.

20. Abandonment of Bankrupt Mortgagee's Interest. Mortgagee hereby assigns to Mortgagee the rents of the Property, provided that Mortgagee shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All sums collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, reasonable fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagee, and Mortgagee shall pay all costs of recordation of the release, if any.

22. Waiver of Homestead. To the extent permitted by law, Mortgagee hereby releases and waives all rights under and by virtue of the homestead exemption laws of Illinois.

IN WITNESS WHEREOF, Mortgagee has caused this Mortgage to be signed by its duly authorized officer, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement, dated September 1, 1981, and hereby acknowledged.
Mortgagee Number 52876

Notary Public
County of Cook
State of Illinois
I, _____, a Notary Public in and for said county and state, do hereby certify that _____ appeared before me this day to execute and acknowledged that _____ signed and delivered the said instrument to _____ for the uses and purposes therein set forth.
Given under my hand and official seal, this _____ day of _____, 19____.
My commission expires _____
1501 St. The Northern Trust Company
Attn: Mr. Lee C. Shapiro, Esq.
60 South LaSalle Street
Chicago, Illinois 60606

Notary Public
_____ day of _____, 19____

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3. **Charges:** Lessor. Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fines and impositions attributable to the Property that may attach a priority over this Mortgage, household payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage, provided that Mortgagor shall not be required to discharge any such lien so long as Mortgagee shall agree in writing to the payment of the obligation secured by such lien to a lender acceptable to Mortgagee, or shall in good faith contest such lien by, or obtain enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Hazard Insurance:** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, including (within the term "extended coverage"), and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require, provided that Mortgagee shall not require less than the amount of such coverage as the amount of coverage required under the total amount secured by this Mortgage, taking priority liens and other encumbrances into account.

The insurances to be provided, the insurances to be chosen by Mortgagee and approved by Mortgagee (which approval shall not be unreasonably withheld), all premiums on insurance policies shall be paid in a timely manner. All insurances and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly furnish to Mortgagee all notices and all receipts for paid premiums. In the event of loss, Mortgagee shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property, damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the amount secured by this Mortgage with the amount already paid to Mortgagee. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor, the insurance carrier shall be authorized to settle a claim for insurance benefits. Mortgagee is authorized to collect and apply the insurance proceeds to the amount secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not exceed or pay more than the due date of the payments due under the agreement or change the amount of such payments. If under paragraph 13 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any hazardous policies and in and to the proceeds thereof resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the amount secured by this Mortgage for priority over all other claims.

5. **Homeowner's and Maintenance of Property:** Lessor/owner. Mortgagor shall keep the Property in good repair and shall be responsible for the maintenance and repair of the Property and shall promptly pay the proceeds of any fire or other insurance policy on the Property to Mortgagee or to a lender acceptable to Mortgagee or to a lender acceptable to Mortgagee. Mortgagor shall furnish all of Mortgagee's requests under the agreement to Mortgagee or to a lender acceptable to Mortgagee in the form of a written request. All requests and regulations of the municipality or state with respect to, and consistent documents if a subdivision or planned unit development is created by Mortgagee and recorded together with this Mortgage, the covenants and agreements of such subdivision or planned unit development and all other documents shall be incorporated into and shall constitute a part of this Mortgage as if they were a part hereof.

6. **Protection of Mortgagee's Security:** If Mortgagee fails to obtain the proceeds of any insurance policy on the Property, or if any claim or amount is payable, but is not paid to Mortgagee's interest in the Property, Mortgagee may, without liability,

proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or insolvent Mortgagee, at Mortgagee's option, upon notice to Mortgagee, may make such appearance, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate applicable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

7. **Inspection:** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.

8. **Condemnation:** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the amount, if any, paid to Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the lender has offered to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not exceed or prepay the due date of the amount due under the Agreement or change the amount of such payments.

9. **Mortgagee Not Released:** No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any other party, or release of the Mortgagor shall operate to release, in any way, the liability of the original Mortgagor and Mortgagee. Mortgagee shall not be released from its obligations against such successor or release to extend time for payment or modification by reason of any default made by the original Mortgagor or Mortgagee's successors in interest.

10. **Waiver by Mortgagee Not a Waiver:** Any forgiveness by Mortgagee to exercising, or right or remedy under the Agreement, hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The forgiveness of the amount of the payment of sums or other sums or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **Successors and Assigns Bound:** Joint and Several Liability. Covenants. The covenants and agreements herein contained shall bind and obligate Mortgagee and Mortgagor, subject to the provisions of paragraph 10 hereof, all covenants and agreements of Mortgagee shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

12. **Legislation Affecting Mortgagee's Rights:** If enactment or application of any state law has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage, and may invoke any remedies permitted by paragraph 10.

13. **Notices:** Except for any notice required under applicable law to be given in another manner, all notices to Mortgagee provided for in this

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