

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY ASSOCIATED BANK CHICAGO

HOME EQUITY LINE OF CREDIT MORTGAGE (THE "MORTGAGE")

Teri Brummerstedt

DATED March 21, 19 90, EXECUTED

200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS ("MORTGAGEE")

BY Stanley D. Hardwick and Barbara Hardwick, his wife

AND IN FAVOR OF ASSOCIATED BANK 200 EAST RANDOLPH DRIVE CHICAGO, ILLINOIS 60601 ("MORTGAGOR")

This Rider is entered into this 21st day of March, 19 90 by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered a part of the Mortgage.

WHEREAS, Mortgagor has previously granted to First Gibraltar Mortgage Corp. ("Prior Mortgagee") a Mortgage dated June 16, 19 86 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. LR3524971 ("Prior Mortgage") upon certain premises in Cook County, Illinois, described as follows: Exhibit "A" attached hereto and made a part hereof

LOT 30 IN BLOCK 10 IN THE H. M. CORNELL CO'S CUMBERLAND A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD CALLED ELK GROVE AND A RESUBDIVISION OF LOTS 1 TO 8, IN SEEGER'S SUBDIVISION OF PART OF THE SOUTH HALF OF FRACTIONAL SECTION 7, AND PART OF THE NORTH HALF OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN SITUATED IN THE CITY OF DES PLAINES, COOK COUNTY, ILLINOIS, ACCORDING TO PLAT THEREOF REGISTERED AS DOCUMENT NO. 394967, AS CORRECTED BY SURVEYOR'S CERTIFICATE OF CORRECTION REGISTERED AS DOCUMENT NUMBER 594999, IN COOK COUNTY, ILLINOIS.

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WHEREAS, the Note and the right to make future advances thereon secured by the Prior Mortgage are solely owned and held by the Prior Mortgagee and not as agent or trustee for any other person or corporation; and

WHEREAS, Associated Bank has agreed to extend to Mortgagor a Home Equity Line of Credit in the amount of Seventy Two Thousand and 00/100 (\$ 72,000.00) Dollars, upon the security of the Mortgage against the premises described above which is junior to the Prior Mortgage; and

WHEREAS, Mortgagor agrees that as a condition to the extension of the aforesaid Home Equity Line of Credit, Mortgagor shall not request or obtain any future advances from the Prior Mortgagee pursuant to the Prior Mortgage.

NOW THEREFORE, in consideration of the premises and to induce the Associated Bank to extend and make a Home Equity Line of Credit available as aforesaid to Mortgagor and also in consideration of one dollar in hand paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby agrees as follows:

- (a) That Mortgagor will refrain from obtaining any future advances from Prior Mortgagee or other extensions of credit or entering into any other loan agreements or executing any other notes with Prior Mortgagee, directly or indirectly, which might directly or indirectly be entitled to priority over the Mortgage.
(b) That Mortgagee may notify Prior Mortgagee of this agreement and the recordation hereof.
(c) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and neuter and vice versa.
(d) This Rider shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.
(e) This Rider shall be governed and construed by and in accordance with the law of the State of Illinois and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgagor and Mortgagee, which writing bears a date contemporaneous with or subsequent to this Rider and specifically states that it does so modify, amend, alter or rescind, in whole or in part, this Rider.

WITNESS the hand and seal of Mortgagor the day and year set forth above.

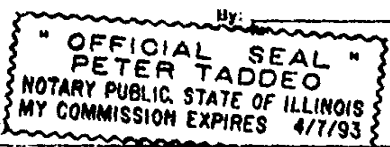
Stanley D. Hardwick
Barbara Hardwick

As Trustee Under A Trust Agreement
Dated
and known as Trust No.
AND NOT PERSONALLY

By:

STATE OF ILLINOIS

COUNTY OF Cook



I, Peter Taddeo, a Notary Public in and for said county and state, do hereby certify that Stanley D. Hardwick and Barbara Hardwick, his wife

personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, 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 herein set forth.

Given under my hand and notarial seal, this 24th day of March, 19 90

Notary Public signature

My Commission Expires: 4/7/93

16782090

STATE OF ILLINOIS

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COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that \_\_\_\_\_

of \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ of said corporation, personally known to me to be the same persons whose  
names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_

respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free  
and voluntary act of said corporation, as Trustees, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also  
then and there acknowledge that \_\_\_\_\_ as custodian of the corporate seal of said corporation affixed the said corporate seal of said  
corporation to said instrument as \_\_\_\_\_ own free and voluntary act, and as the free and voluntary act of said corporation as Trustees, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

My Commission Expires: \_\_\_\_\_

Notary Public

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I, \_\_\_\_\_, as custodian of the corporate seal of said corporation, do hereby certify that the foregoing instrument as such names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also \_\_\_\_\_ and there acknowledges that \_\_\_\_\_ as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as \_\_\_\_\_ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS } COUNTY OF \_\_\_\_\_ }  
I, \_\_\_\_\_ a Notary Public in and for said County, in the State of Illinois, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also \_\_\_\_\_ and there acknowledges that \_\_\_\_\_ as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as \_\_\_\_\_ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

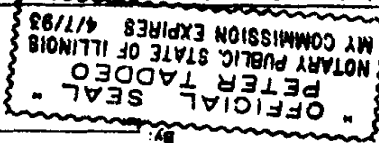
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My Commission Expires: 11/7/93

Notary Public in and for said county and state, do hereby certify that Stanley D. Hardwick and Barbara Hardwick, his wife, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument in full, free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal, this 24th day of March, 1993.

*Stanley D. Hardwick*  
*Barbara Hardwick*



STATE OF ILLINOIS  
 COUNTY OF Cook  
 City of Chicago

By: \_\_\_\_\_  
 and known as Trust No. \_\_\_\_\_  
 Dated \_\_\_\_\_ 19\_\_\_\_  
 As Trustee Under A Trust Agreement

Barbara Hardwick  
 Stanley D. Hardwick  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

WITNESS the hand \_\_\_\_\_ and seal \_\_\_\_\_ of Notary Public the day and year first above written.

(a) That Mortgages will remain in full force and effect, and shall not be subject to any other loan agreements or encumbrances.

(b) That Mortgages may not be assigned, directly or indirectly, to any other person or corporation, and the recordation hereof shall be void.

(c) Wherever the singular appears herein, it shall also include the plural, the masculine, the feminine and vice versa.

(d) This Rider shall be governed and construed by and in accordance with the law of the State of Illinois, and may be modified, amended, altered, or rescinded, in whole or in part, only by a writing signed by Mortgages and Mortgagee, which writing bears a date contemporaneous with or subsequent to this Rider and specifically states that it does so modify, amend, alter or rescind, in whole or in part, this Rider.

NOW THEREFORE, in consideration of one dollar in hand paid, the receipt and acknowledgment of which is hereby acknowledged, Mortgagee hereby agrees as follows:

WHEREAS, Mortgagee agrees that as a condition to the extension of the said Home Equity Line of Credit, Mortgagee shall not request or obtain any future advances from the Prior Mortgagee pursuant to the Prior Mortgage;

WHEREAS, Associated Bank has agreed to extend to Mortgagee a Home Equity Line of Credit in the amount of Seventy Two Thousand and 00/100 Dollars; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is Seventy Eight Thousand and 00/100 Dollars; and

WHEREAS, the Note and the right to make future advances thereon secured by the Prior Mortgage are solely owned and held by the Prior Mortgagee and not as agent or trustee for any other person or corporation; and

WHEREAS, the amount presently outstanding under the Note and Prior Mortgage is Eighty Nine Thousand Three Hundred and 00/100 Dollars plus interest and future advances as therein provided; and

WHEREAS, the Prior Mortgagee has given to secure a promissory note in the principal amount of Eighty Nine Thousand Three Hundred and 00/100 Dollars plus interest and future advances as therein provided; and

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PARCEL 1: THAT PART OF LOT 18A IN IRVIN A. BLIETZ GLENVIEW DEVELOPMENT RESUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR 1940148 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 17952402, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF LOT 18A IN SAID IRVIN A. BLIETZ GLENVIEW DEVELOPMENT RESUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 18A NORTH 73 DEGREES 08 MINUTES 00 SECONDS EAST A DISTANCE OF 38.22 FEET; THENCE NORTH 16 DEGREES 52 MINUTES 00 SECONDS WEST A DISTANCE OF 16.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 28 MINUTES 16 SECONDS WEST A DISTANCE OF 50.08 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 44 SECONDS EAST A DISTANCE OF 24.11 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 16 SECONDS EAST A DISTANCE OF 50.08 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 44 SECONDS WEST A DISTANCE OF 24.11 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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PARCEL 2: 'G-95' THAT PART OF LOT 17A IN IRVIN A. BLIETZ GLENVIEW DEVELOPMENT RESUBDIVISION IN SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT LR 1940148 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 17952402, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT SOUTH EAST CORNER OF LOT 17A IN SAID IRVIN A. BLIETZ GLENVIEW DEVELOPMENT RESUBDIVISION; THENCE ALONG THE EAST LINE OF SAID LOT 17A NORTH 16 DEGREES 32 MINUTES 00 SECONDS WEST A DISTANCE OF 167.09 FEET; THENCE SOUTH 73 DEGREES 09 MINUTES 53 SECONDS WEST A DISTANCE OF 5.74 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 73 DEGREES 09 MINUTES 53 SECONDS WEST A DISTANCE OF 30.08 FEET; THENCE NORTH 16 DEGREES 50 MINUTES 07 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 73 DEGREES 09 MINUTES 53 SECONDS EAST A DISTANCE OF 30.08 FEET; THENCE SOUTH 16 DEGREES 50 MINUTES 07 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS AS SHOWN ON PLATS OF SUBDIVISION OF IRVIN A. BLIETZ GLENVIEW DEVELOPMENT, REGISTERED AS DOCUMENT LR 1899559 AND RECORDED AS DOCUMENT 17729757, IRVIN A. BLIETZ GLENVIEW DEVELOPMENT RESUBDIVISION, REGISTERED AS DOCUMENT LR 1940148 AND RECORDED AS DOCUMENT 17952402 AND IRVING A. BLIETZ GLENVIEW DEVELOPMENT RESUBDIVISION NUMBER 2, REGISTERED AS DOCUMENT LR 1957828.

PARCEL 4: ALL THOSE CERTAIN EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN THE PRESERVATION DECLARATION OF CARRIAGE HILL ON THE WEST FORK DATED SEPTEMBER 12, 1980 AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON SEPTEMBER 15, 1980 AS DOCUMENT LR 3177702 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS AS DOCUMENT 25583332 AND AS CREATED BY TRUSTEE'S DEED FROM AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 8, 1979 AND KNOWN AS TRUST NUMBER 46774 FOR FOSTER G. MACRIDES AND ROSALIE MACRIDES, HIS WIFE FILED JANUARY 4, 1982 AS DOCUMENT LR 3245789.



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WARRANTY DEED IN TRUST

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COOK CO. REC. 018 8 1 3

Form 91 R 1/70

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantors, DAVID K. CLARK and M. MAUREEN CLARK, his wife

of the County of Cook and State of Illinois for and in consideration of Ten and 00/100ths (\$10.00) Dollars, and other good and valuable considerations in hand paid, Convey and Warrant unto the CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, whose address is 111 West Washington Street, Chicago, Illinois 60602, as Trustee under the provisions of a trust agreement dated the 31st day of March 19 90, known as Trust Number 1095346 the following described real estate in the County of Cook and State of Illinois, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

Permanent Index Number: 04-35-408-266-0000 and 04-35-408-277-0000

TO HAVE AND TO HOLD the said premises with the covenants upon the trusts and for the uses and purposes herein and in said trust agreement set forth

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, to lease or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 100 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind to release, convey or assign any right, title or interest in or about or appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this deed have been complied with, or be obliged to inquire into the genuineness or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in pursuance to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, at that time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, and that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor, S, hereby expressly waives and releases any and all right or benefit under and by virtue of any and all Statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor, S, aforesaid ha VE hereunto set their hands and seal S this 9th day of April, 1990

(Seal) DAVID K. CLARK (Seal)

(Seal) M. MAUREEN CLARK (Seal)

State of Illinois ) Notary Public in and for said County, in  
County of Cook ) the state aforesaid, do hereby certify that DAVID K. CLARK and  
M. MAUREEN CLARK, his wife

Official Seal: Notary Public, State of Illinois, Cook County, My Commission Expires 12/31/91. I personally know to me to be the same person, S, whose name S are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they delivered the said instrument as their free and voluntary act, for the use and purpose herein set forth, (including the release and waiver of the right of homestead) heretofore set forth, (including the release and waiver of the right of homestead) on this 9th day of April, 1990

Howard N. Karm Notary Public

After recording return to: Box 533 (Cook County only) CHICAGO TITLE AND TRUST COMPANY 111 West Washington St. / Chicago, Ill. 60602 Attention: Land Trust Department

1537 Palmgren Drive Glenview, Illinois 60025 For information only (insert street address of above described property).

70-1033  
AFFIDAVIT OF MD U.S. TAX LIEN ATTACH  
Prepared by: HOWARD N. KARM, Karm & Karm, 800 Waukegan Road, Glenview, Illinois 60025  
APR 16 1990  
1537 Palmgren Drive  
APR 16 1990

PA 10588  
APR 15 1990  
REVENUE  
220.00  
REAL ESTATE TRANSFER TAX

02  
REAL ESTATE TRANSACTION TAX  
Cook County  
40.00

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PARKER

APR 1981  
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1980 APR 16 PM 3 20  
COUNTY CLERK  
REGISTER OF DEEDS

Age of Certificate

Address

3873292

TRUST

3873292

1537

SECURITY UNION

7A-1033

7-1033

