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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 2, 1986. The mortgagor is Northbrook Trust & Savings Bank as Trustee under Trust Agreement dated September 8, 1977 ("Borrower"). This Security Instrument is given to Bank of Northfield which is organized and existing under the laws of Northfield, Illinois and whose address is 400 Central Avenue, Northfield, Illinois 60093 ("Lender"). Borrower owes Lender the principal sum of Twenty Five Thousand and no/100 Dollars (U.S. \$ 25,000.00).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides that Borrower has opened a credit line with Lender obligating Borrower to make monthly payments of interest, with the full debt, if not paid earlier, due and payable on

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note and future advances made pursuant to the Note to the same extent as if such future advances were made on the date hereof and regardless of whether or not any advance has been made as of the date of this Security Instrument or whether there is any outstanding indebtedness at the time of any future advances; interest in accordance with the terms of the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 140 in Section 2 of Westview Units 3 and 5 being a Subdivision in Section 7, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Perm Tax I.D.

04-07-410-093

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which has the address of 3829 Charles Drive, Northbrook, IL 60062 ("Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, opportunities, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the household estate if this Mortgage is on a household) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any covenants, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**2. Taxes; Insurance; Charges; Liens.** Borrower shall pay all taxes, hazard insurance, assessments and other charges, fines and impositions attributable to the Property. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**3. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold copies of the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower 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 sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower or Borrower's heirs, executors, administrators, or assigns, without any recordation costs.

19. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower.

## RIDER ATTACHED TO AND MADE A PART OF DOCUMENT DATED October 2, 1986 UNDER TRUST NO. LT-1535

This mortgage is executed by Northbrook Trust & Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Northbrook Trust & Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note.

IN WITNESS WHEREOF, NORTHBROOK TRUST & SAVINGS not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its ~~XXXXXX~~, the day and year first above written.

NORTHBROOK TRUST & SAVINGS BANK as Trustee as aforesaid and not personally,

By MARY L. PLOTKE XXXXXX  
Vice President

Attest MARY L. PLOTKE XXXXXX  
ASST. VICE PRESIDENT XXXXXX

STATE OF (ILLINOIS) I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that  
COUNTY OF COOK )  
) SS  
Vice President of the NORTHBROOK TRUST & SAVINGS BANK, and

~~XXXXXX~~ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and ~~XXXXXX~~, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that said ~~XXXXXX~~, an custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of October, 19 86

Mary L. Plotke  
Notary Public

T/DEED/ADD

My Commission Expires Mar. 13, 1989

Mary L. Plotke  
100 Central Avenue

Northfield, IL 60093

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expiration of this period, Landlord may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

by this Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument.

15. Transfer of the Property or a Beneficial Interest in Software. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Software is sold or transferred) without lender's prior written consent, lender may, at his option, require immediate payment in full of all sums secured

14. Borrower's Copy. Borrower shall be furnished a colorized copy of this note and of this Mortgage at the time of delivery or after recordation hereof.

to Sotomayor or Leander when given in the manner detailed herein.

to furnish or, if necessary, to furnish such information as Borrower may reasonably request, in connection with the preparation of any statement or report required by law or by the terms of any agreement between Borrower and Lender.

or defining the provisions hereof.

11. **ACKNOWLEDGEMENTS AND APPENDIXES** - The authors would like to thank the Associate Editor and anonymous reviewers for their valuable comments and suggestions which greatly improved the paper. This research was partially funded by grants from the National Science Foundation (NSF) and the National Institute of Child Health and Human Development (NICHD). We also thank the National Institute of Standards and Technology (NIST) for providing the data used in this study.

10. Remedies Cumulative. All remedies provided in this Mooringage are distinct and cumulative to any other right or remedy under this Mooringage or afforded by law of equity and may be exercised concurrently and independently of successively.

shall not be a waiver of or preclude Lender's right of remedy. A procurement of insurance of leases of other loans or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this mortgage.

9. **Force majeure** by Lender Not a Willer. Any force majeure by Lender is a clearing any right or remedy hereunder, or otherwise all ordeable by applicable law.

by this paragraph by reason of any demand made by the original Borrower, and Borrower's success in its release.

**B. Borrower Not Responsible.** Exclusion of the time for payment, or modification of amortization of a mortgage granted by this Mortgagor to any Acceptor in favor of Borrower shall not operate to release, or discharge, the liability of the original Borrower and Borrower's Successors in Interest, if and only if such Acceptor is in default under the terms of the instrument of conveyance made by the original Borrower and the original Mortgagor, and if such Acceptor has not been relieved of his liability by the original Mortgagor.

Julian's lander and Gorgon's shipwrecked crew are the main characters of this novella.

If the Borrower fails to respond to a notice by Lender within 30 days after such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, to pay off the principal and interest due on the Note.

During the fair market value of the Group, with the balance of the proceeds paid to Borrower.

For purposes of plan termination, or for continuation in lieu of continuation, a beneficiary designated and shall be paid to Lender.

notices prior to any such specific liability causally related to Landlord's interest in the Property.

Nothing contained in this Paragraph 5 shall require Lender to incur any expense of taking any action hereunder.

Figure 1 illustrates Borrower and Lender agreement to offer or refuse payment of principal, such amounts shall be payable upon notice from Lender to Borrower requesting payment of principal, and shall bear interest at the rate payable from time to time on outstanding principal under the Note until payment in full which agrees that amounts shall bear interest at the rate payable from time to time on outstanding principal under the Note until payment in full.

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problems. Under a loan agreement, the borrower is prohibited from making any significant changes to the property without the lender's consent.

5. **Participation of Leander's Security.** It is understood that Leander's Security will perform the services required under this Agreement.

or acquisition shall pass to Landlord to the extent of the sum secured by the Mortgagor immediately prior to such date of acquisition.

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and recorded with it.

Northbrook Trust & Savings Bank as Trustee  
under Trust Agreement dated September 8, 1977  
known as Trust Number 1333

STATE OF ILLINOIS )  
                      ) SS  
COUNTY OF         )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that \_\_\_\_\_  
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged  
that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
*Property of Cook County Clerk's Office*

Notary Public

My commission expires: \_\_\_\_\_, 19\_\_\_\_\_.

STATE OF ILLINOIS )  
                      ) SS  
COUNTY OF         )

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