

THIS MORTGAGE IS A SECOND MORTGAG

MORTGAGE

November 24, THIS INDENTURE, inade. Robert J. Weber 431 9th St. Wilmette, TI.

(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors", and STATE NATIONAL BANK, 1603 Orrington Avenue, Evanston, Illinois, herein referred to as "Mortgagee", witnesseth: 86593525

Above Space For Recorder's Use Only

THAT WHEREAS, the Mortgagors are justly indepted to the Mortgagee upon an installment note of even date herewith ("Note"), in the maximum principal sum of IWENLY FIVE Thousand & NO/100 (\$25,000,00)

DOLLARS (5), payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagors promise to pay the said principal sum and interest as follows: principal and interest (applied first to accrued interest, then to principal) is due monthly to the full amount of principal and interest outstanding or, at the option of Mortgagors, in the minimum amount of the greater of two percent (2%) of the amount of principal and interest outstanding or, at the option of Mortgagors, in the minimum amount of the greater of two percent (2%) of the amount of principal and interest outstanding or, at the option of Mortgagors principal and interest outstanding or, at the option of Mortgagors principal and interest outstanding or \$100.00, with the emire balance of principal and interest of the following percentages is from the date hereof, with interest accruing on the principal balance outstanding from time to time at the rate per annum referred to herein and in the Note as the fate per annum referred to herein and in the Note as the fate per annum referred to herein and when changed (1) LWO percent (2%) during periods that the principal balance is \$15,000 or gree to but less than \$25,000, and (iii) Zeltopercent (2,0%) during periods that the principal balance is \$15,000 or greater, with the term Prime Rate being the rate of interest describ d a such in the "Monrey Rates" section of The Wall Street Journal adjusted quarterly, and all of said principal and interest is made payable at such place as the holders of the Street and the Monrey Rates. Section of The Wall Street Journal adjusted quarterly, and all of said principal and interest is made payable at such place as the holders of the Nortgage and principal indebtedness under the aforementioned Note represents loans or advances from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee.

THAY WHEREAS, the aforement by Mortgag et or for the account of Mortgagors.

NOW, THEREFORE, the Mortgagors to deet the a payable to the order of and delivered to the Mortgagee, in and by which Note the Mortgagors promise to pay the said principal sum and interest as follows: DOLLARS (\$

The South 40 feet of lots 1 and 2 in block 12 in Greenleaf and Morse's subdivision of blocks 12, 13, 15, 16, 19 and 21 in the Village of Wilmette in Township 42 North Range 13 Fast of the Third Principal Meridian in Cook County Illinois.

05-3 (-218-011 Permanent Real Estate Tax Number:

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which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appartenances thereto belonging and all registroses and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and "as secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether is agle units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, toves and water heaters. All of the faregoing are declared to be a part of said real estate whether, physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, at I upon the uses herein ser-forth, 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 under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits under the reference and waive

release and waive.

THIS MORTGAGE is subject to the following described first mortgage or trust deed (hereinafter "First Mortgage," the holder thereof being heleinafter referred to as the "First Mortgagee"):

State National Bank

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THIS MORIGAGE secures not only existing indebtedness but also future advances under the aforementioned Note and Credit Agreement made within twenly (20) years from the date hereof to the same extent as if said advances were made on the date hereof although there may be no advance on the date hereof and although there may be no indebtedness outstanding at the time any advance is made.

THE MORTOAGORS HEREBY JOINTLY AND SEVERALLY COVENANT AND AGREE AS FOLLOWS:

1. Mortgagors shall pay when due all indebtedness, including principal and interest, under the Note and Credit Agreement and any other indebtedness secured hereunder and shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagors' part to be performed or observed as provided herein, in the Note and in the Credit Agreement and this Mortgage shall secure such payment, performance and observance.

2. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other hens or claims for lien (except for this Mortgage and the First Mortgage), (c) pay when due any indebtedness which may be secured by a fien or charge on the premises (no such lien or charge being permitted except for this Mortgage and the First Mortgage); (d) complete within a reasonable time any buildings on or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance; (g) comply in all respects with the terms and conditions of the Credit Agreement; and (h) comply in all respects with the terms and provisions of the First Mortgage.

3. Mortgagere ballopay before any penalty attaches all general taxes, and shall pay special assessments, water charges, sever service charges, and other charges against the solicies when due, and shall, opon written request, furnish to the Mortgage duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full of the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies provided by statute, any tax or assessment which Mortgagors may desire to contest. is shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured debtedness, sufferior hereto under the First Mortgage, all in companies reasonably satisfactory to the Mortgage and the First Mortgagee, under insurance policies loss or debtade, to Mortgagee and First Mortgagee as their interests shall appear, to be evidenced by the standard mortgage clause to be attached to each for the rope shall not be terminated except upon (en (10) days prior written notice to Mortgagee), and shall deliver all policies, including additional and renewal gage (in the standard mortgage). policy (provid

\$11.00E

- 5. In case of default thereof by Mortgagors None ig eemly, our neono, nuke are payeet or per primary act estimation required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or patial payments of or follows or not rest on a continuous ranges, if a ly, including, without funitation, the First Mortgage and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or for feiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the Loan Rate. Inaction of Mortgagee shall never be considered as a waiver of any right account to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 6. The Mortgage making any payment hereby authorized, relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public of the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 7. Mortgagors shall pay each item of indebtedness secured hereunder, both principal and interest, when due according to the terms hereof and of the Note and the Credit Agreement. At the option of the Mortgage and without notice, demand or presentment to Mortgagors, all uspaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable immediately (a) if there shall occur a default in payment of any immallment of principal or interest under the Note within fifteen (15) days of the due date therein provided; or (b) if a breach of any representation or warranty of Mortgagors herein contained shall occur or (e) if a default shall occur and continue for three days in the performance of any other covenant or agreement of the Mortgagors herein contained; or (d) if there shall occur an "Event of Default" as defined in the Note; or (e) if there shall occur a "Default" as defined in the Credit Agreement.
- 8. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof. In any autito foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sile all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, senographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sule 's lich may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mention 's had become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Loan Rate, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whicher or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security become or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security betted.
- 9. Subject to any prior rights of the First Mortgages, the proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms back constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining initial of the bote and Credit Agreement; fourth, any overplas to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 10. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either be ore or after sale, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises of whether the same shall be then occupied as a homestead or nor, and the Mortgagor may be appointed as such receiver shall have power to collect the ents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the fill statutory period of redemptor, whicher there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such reats, issues: alt rofits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control management and operation of the premises during the whe be of a period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured here's, o by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to toreclosure sale; and (b) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured
 - 12. The Mortgagee shall have the right to inspect the profess at all reasonable times and access thereto shall be permitted for that purpose
- . 13. If the payment of the indebtedness secured hereby or any part is ereof be extended or varied or if any part of the security be released, all persons now or at any time continue in full force, the right of recourse against all such person, being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 44. Under the Credit Agreement, Mortgagee has agreed to cause this Mortgage to be released at its expense (including recording fees and otherwise) whenever this Mortgage no longer secures any indebtedness under the Note or Credit Agreement.
- 15. Mortgagers agree that they shall not cause, suffer or allow the conveyance. The lease, exchange, mortgage (other than this Mortgage) or the First Mortgage), encumbrance including, without limitation, mechanic's lieus), attachment or other transfer or d sposition of the premises or any part thereof, whether voluntary or involuntary by operation of law, without the prior written consent of Mortgagee and any such unpermitted transfer or other disposition shall constitute a default hereunder and, as provided herein, Mortgagee may thereupon without notice, demand or presentment to Mortgagors declare. If independents secured hereunder to be immediately due and payable and may foreclose
- 16. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagers and all persons claiming under or through Mortgagors, and the word "Mortgage when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have used the Note, the Credit Agreement or this Mortgage. The world "Mortgagee" when used he cir shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

Witness the handand so	ealof Mortgagors the day and year tirst above written.	
PLEASE PRINT OR	Robert J. Weber	(Seal)
TYPE (ME(S) ELOW SIGNAT RE(S)	(Scal)	(Seal)
6398		Co
State of Illinois)	en de la companya de La companya de la co	
County of Cook's	and the state of the second	
	I, the undersigned a Notary Public in and for said county in the State aforesaid	i, DO HEREBY CERTIFY TRAT
	Robert J. Weber	
IMPRESS SEAL HERF	whose namesubscribed to the foregoing instrument, that, h.e, signed, scaled and delivered the said instrument as, the uses and purposes therein set forth, including the release and waiver of the	appeared before me this day in person, and acknowledged h15.
Siven under my hand and office	oal seal this 24th day of November	10B6
	My Commission Espect May 10, 1989	Carolyne levin
This instrument was prepared b	y: Janet Landa State National Bank (NAME)	
Mail this instrument to: _St	ate National Bank, 1603 Orrington Avenue	
Evanston	Illinois	60204
(CITY)	(STATE)	(ZIP CODE)
OR RECORDER'S OFFICE B	OX NO	