

UNOFFICIAL COPY

Official Form 505 9 5 2 3

THIS MORTGAGE IS A SECOND MORTGAGE

MORTGAGE

THIS INDENTURE, made November 24, 1986
between Robert J. Weber

431 9th St., Wilmette, IL
(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:

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Above Space For Recorder's Use Only

THAT WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon an installment note of even date herewith ("Note"), in the maximum principal sum of Twenty Five Thousand & No/100 (\$25,000.00)

DOLLARS (\$), 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 in 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, all accrued interest outstanding of \$100.00, with the entire balance of principal and interest due five (5) years 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 to "Loan Rate," which is the "Prime Rate" (described below) plus whichever of the following percentages is then applicable (such percentages being adjusted as and when changed): (i) Two percent (2%) during periods that the principal balance is less than \$15,000; (ii) One percent (1%) during periods that the principal balance is \$15,000 or greater, but less than \$25,000; and (iii) Zero percent (0%) during periods that the principal balance is \$25,000 or greater, with the term Prime Rate being the rate of interest described as such in the "Money 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 Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee.

THAT WHEREAS, the aforementioned Note and this Mortgage have been issued pursuant to a Credit Agreement ("Credit Agreement") dated September 12, 1986, by Mortgagee to Mortgagors and principal indebtedness under the aforementioned Note represents loans or advances from time to time made under the Credit Agreement by Mortgagee or for the account of Mortgagors.

NOW, THEREFORE, the Mortgagors do hereby agree to the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, the Credit Agreement and the Note (and any extensions or renewals thereof), and the performance of the covenants and agreements contained herein and in the Credit Agreement, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents MORTGAGE AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Wilmette, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

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 East of the Third Principal Meridian in Cook County Illinois.

Permanent Real Estate Tax Number: 05-31-218-011

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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 appurtenances thereto belonging and all rents, issues 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 not 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 single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing 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, and upon the uses herein set 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 Mortgagors do hereby expressly release and waive.

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

State National Bank

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THIS MORTGAGE secures not only existing indebtedness but also future advances under the aforementioned Note and Credit Agreement made within ^{twelve} (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 MORTGAGORS HEREBY JOINTLY AND SEVERALLY COVENANT AND AGREE AS FOLLOWS:

- 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.
- 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 mechanics' or other liens or claims for lien (except for this Mortgage and the First Mortgage); (c) pay when due any indebtedness which may be secured by a lien 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 building or buildings now 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.
- Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 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 providing 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 hereby and any indebtedness superior hereto under the First Mortgage, all in companies reasonably satisfactory to the Mortgagee and the First Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee and First Mortgagee as their interests shall appear, to be evidenced by the standard mortgage clause to be attached to each policy (provided that the same shall not be terminated except upon ten (10) days prior written notice to Mortgagee), and shall deliver all policies, including additional and renewal policies, to the Mortgagee. In case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

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5. In case of default thereof by Mortgagors...

6. The Mortgagor, making any payment hereby authorized...

7. Mortgagors shall pay each item of indebtedness secured hereunder...

8. When the indebtedness hereby secured shall become due...

9. Subject to any prior rights of the First Mortgagee...

10. Upon or at any time after the filing of a complaint to foreclose...

11. No action for the enforcement of the lien of any provision hereof...

12. The Mortgagee shall have the right to inspect the premises...

13. If the payment of the indebtedness secured hereby or any part thereof...

14. Under the Credit Agreement, Mortgagee has agreed to cause this Mortgage...

15. Mortgagors agree that they shall not cause, suffer or allow the conveyance...

16. This Mortgage and all provisions hereof, shall extend to and be binding upon...

Witness the hand... and seal... of Mortgagors the day and year first above written.

Handwritten signature of Robert J. Weber

Signature lines with (Seal) labels for Robert J. Weber and other parties.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

State of Illinois) County of Cook)

I, the undersigned a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Robert J. Weber

IMPRESS SEAL HERE personally known to me to be the same person whose name subscribed to the foregoing instrument...

Given under my hand and official seal this 24th day of November 1986 Commission expires: My Commission Expires May 10, 1989

This instrument was prepared by: Janet Landa State National Bank (NAME)

Mail this instrument to: State National Bank, 1603 Orrington Avenue (NAME)

Evanston, Illinois 60204 (CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.