

UNOFFICIAL COPY

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MORTGAGE

13.00
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THIS MORTGAGE ("Security Instrument") is given on June 12, 1986. The mortgagor is Deerbrook State Bank as Trustee under Trust # 234, dated November 4, 1978

("Borrower"). This Security Instrument is given to Bank of Northfield which is organized and existing under the laws of Illinois and whose address is 400 Central Avenue, Northfield, Illinois 60093

("Lender"). Borrower owes Lender the principal sum of one hundred thousand dollars and no/00 Dollars (U.S. \$ 100,000.00).

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 June 15, 1991

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 54 in the Willows North being a Subdivision of part of the East half of the North half of the North half of the Southeast quarter of section 20, township 42 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois

COOK COUNTY, ILLINOIS
NOTES FOR RECORD

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RECORD 13

Perm: Tax # 04-20-406-031

which has the address of 3919 Michael Lane Glenview, Illinois Cook ("Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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 leasehold estate if this Mortgage is on a leasehold) 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 declarations, 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.

70-63-937

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Property of Clerk's Office

not personally but as Trustee as aforesaid, in the
, not personally but as Trustee as aforesaid, in the
, not personally but as Trustee as aforesaid, in the

Deerbrook State Bank

This mortgage is executed by
exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the
mortgage herein and by every person now or hereafter claiming any liability on
the note secured by this mortgage shall be construed as creating a liability to pay said note or any interest that may accrue thereon, or any
or on any of the beneficiaries under said trust agreement or implied herein contained, all such liability, if any, being
indebtedness accruing hereunder or to perform any covenant and the note secured hereby shall be solely against and out of the personal liability
expressly waived, and that any recovery of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability
hereby conveyed by endorsement or guarantor of said note.
of any co-signer, endorser or guarantor of said note.

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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. Borrower shall pay 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 and recorded with it.

RIDER ATTACHED AND MADE A PART OF THIS DOCUMENT

Gloria Lutina

Trust Officer and not personally
Dearbrook State Bank as trustee under trust
234, dated November 4, 1978

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 GLORIA TSITSIS 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 JHG signed, sealed and delivered the said instrument as HER 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 17TH day of JUNE, 19 86.

Julia A. Zujewski
Notary Public

My Commission Expires Nov. 4, 1989

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 _____ 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 ____.

Notary Public

My commission expires: _____, 19 ____.

Mail To
Bank of Northfield
400 Central Ave
Northfield IL
60093

Box 333

HV J

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