51154785 CITE UM

87540996

Equity Credit Line Mortgage

| THIS EQUITY CREDIT LINE MORTGAGE is made this | 11th | day of September | 19_87, between the Mortgagor. |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Lauren V. Glazer and Michael L. Glazer | r, her husb | | (herein, "Mortgagor"), |
| and the Mortgages. The Northern Trust Company, an Illinois ba Illinois 60675 (herein, "Mortgages"). | | | Ice at 50 South Le Saile Street, Chicago. |
| WHEREAS, Mortgago: he intered into The Northern Trust C dated September 11 1987, pursua | ent to which Mor | tgagor may from time to | time borrow from Mortgages amounts |
| not to exceed the aggregate outs arking principal balance of \$ thereon, which interest is payable at the rice and at the times provi | 1,100,000, | UU (the "Ma | ximum Credit Amount"), plus interest |
| thereon are due and payable on September 16 more than 20 years after the date of this afortgage; | , 19_5 | $\frac{2}{2}$, or such later date as 1 | Mortgagee shall agree, but in no event |
| | of the Manlana | Candle America adeb taesa | |
| NOW, THEREFORE, to secure to Mortg. go, the repayment the payment of all sums, with interest thereon, advanced in acco | rdance herewith | to protect the security of | this Mortgage, and the performance of |
| the covenants and agreements of Mortgagor herein contained, Mort located in the County of COOK | | y mortgage, grant, warrani State of I | and convey to Mortgages the property llinois, which has herested, address of |
| 20 Meadowood Lane, Northfield, Illirots | 60093 | | llinois, which has Absenced address of |
| (herein "Property Address"), legally described as: | _ | | |
| See Attached Exhibit A | | | |
| | O. | , 144444 | TRAN 2414 10/45/87 14:46:0 |
| Inf / hga Permanent Index Number 04-25-200-077:078 TOGETHER with all the Improvements now or hereafter erecte | 4/ | COUR #5740 | # D * |
| 1 5 1 1 2 2 | | 4 | |
| 1.6) / 6.4 Minh. 04-25-200-077:078 | AKO | | |
| TOTAL THE MAN AND THE PARTY OF | | /> (Q | |
| TOGETHER with all the improvements now or hereafter erects oil and gas rights and profits, water, water rights, and water stock, | ed on the property and all fixtures n | r, and all easements, rights, ow or hereafter attached to | appurtenances, rents, royalties, mineral, the property covered by this Mortgage: |
| and all of the foregoing, together with said property (or the leasehol | id estate if this M | ortgage is on a leasenoid a | re herein referred to as the "Property". |
| Mortgagor covenants that Mortgagor is lawfully seized of the ea and that Mortgagor will warrant and defend generally the title to the | itale hereby conve | ryed and has the right to mo | ort age. grant, and convey the Property, |
| easements, or restrictions listed in a schedule of exceptions to cov | verage in any titi | e insurance policy insuring | Mort areas interest in the Property. |

1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.

COVENANTS. Mortgagor covenants and agrees as follows:

2. Application of Payr Series Viles applicable law provides otherwise, all payments received by Mariages under the Agreement and paragraph 1 hereof shall be applied by Mortgage first in payment of amounts payable to Mortgage they by Mortgagor under this Mortgage, then to interest, fees, and charge they be pursuant to the Agreement, then to the principal amounts out the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a refund of the unearmed portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

MAIL TO: JOANNE CASHMORE AT THE NORTHERN TRUST CO. TO SO. LA SALLE CHICAGO, IL 60675 This document prepared by:

STEBBINS NELSON, Esq.

50 S. La Salie Street Chicago, Illinois 60675 37540996

MAIL

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w shall particuse to be paid all taxes, speceeding by orpon will a constant impossions attributable to the

- 3. (Tharges; Liens. Mortgagor shall paratause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgages's interest in the Property (the "First Mortgages"), if any. Upon Mortgages's request. Mortgagor shall promptly furnish to Mortgages receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgages provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgages, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazzard Insurance. Mortgagor 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 Mortgages may require and in such amounts and for such periods as Mortgages may require; provided, that Mortgages shall not require that the amount of rach coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagor (which approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgage. Mortgagor shall promptly furnish to Mortgagee all renewal notices and all acceptable for paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgages and Mortgagor otherwise agree in writing, in avance 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 Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgages within 30 days from the date notice is mailed by Mortgages to Mortgagor, that the insurance carrier offers to settle a claim for insurance benefits Mortgages is authorized to collect and apply the insurance proceeds at Mortgages's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgages and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgages, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgages to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 6. Protection of Mortgagee's Security. If Mortgager fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any

pecceeding by or on a self-of a prior mortgages, eminent domain, insolvericy, code emorcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgages, at Mortgages's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgages's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgages pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgages agree to other terms of payment, such amounts shall be payable upon Mortgages's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgages to incur any expense or take any action hereunder.

- 7. Inspection. Mortgages may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgages shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgages's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgages. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgages to Mortgagor that the condemnor has offered to make an award or settle a claim for damages. Mortgagor fails to respond to Mortgages within 30 days after the date such notice is mailed, Mortgages is authorized to collect and apply the proceeds, at Mortgages's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Union Mortgages and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the impunt due under the Agreement or change the amount of such payments.

- 9. Mortgager Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgages to any successor in interest of the Mortgagor shall operate to calease, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgages shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
- 10. Forebearance by Mortgage a Not a Waiver. Any forebearance by Mortgage in exercising the dight or remedy under the Agreement, hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgages shall not be a waiver of Mortgages's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Mortgages and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 12. Legislation Affecting Mortgagee's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Mortgages, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this

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Mortgagor at the Property Address out hother aldress a Mintgagor may designate by notice to Mortgagor may designate by notice to Mortgagor as provided herein, and (b) any notice to Mortgages shall be given by certified mail, return receipt 4 requested, to Mortgagee's address stated herein or to such other address as Mortgages may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgages when given in the manner designated herein.

- 14. Governing Law; Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable laws, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.
- 15. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Agraement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold in transferred by Mortgagor without Mortgagee's prior written consent, Nio us gee may, at Mortgagee's option, declare all the sums secured by this hir trage to be immediately due and payable
- 17. Revolving Credit Loan. This Mort age is given to secure a revolving credit loan unless and until such tran is converted to an installment loan (as provided in the Agreement), and 'nall 'ecure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be mide at the option of Mortgages, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no (dvance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filling for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that Mortgages may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or Insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory ilens, excepting solely taxes and assessments levied on the Property given priority by law.
- 18. Conversion to Installment Loan. Pursuant to the Agreement, Mortgages may terminate the Agreement and convert the outstanding of principal and interest over a period of not less than one year and which

and in an even be company physics on or before 20 years after the date of this Morgage. The ortgage is given to and shall secure such installment logg. 4 0 à

19. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein. Mortgages, at Mortgages's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgagee shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Rents; Appointment of Receiver; Mortgages in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgages, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Mortgages or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorneys' less, and then to the sums secured by this Mortgage. Mortgages and the plesiver shall be liable to account only for those rents actually received.

- 21. Coleane. Upon payment in full of all amounts secured by this Mortgras and termination of the Agreement, Mortgages shall release this Mortgage without charge to Mortgagor, Mortgagos shall pay all costs of recordation of the release, if any.
- 22. Waiver of Momestead. To the extent permitted by law, Mortgagor hereby () ass and waives all rights under and by virtue of the homestead exemption laws of Illinois.

IN WITNESS WHEREOF, Morangor has executed this Mortgage.

Notary Public, State of Illinois

My Commission Expires Nov. 14, 1990

1201111

indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments State of Illinois RA County of Cook AR/ENE a Notary Public in and for said county and state, do hereby cartify that Lauren V. Glazer and Michael L. Glazer appeared before me this day in person, and tholr acknowledged that _ they signed and delivered the said instrument as _ free and voluntary act, for the uses and purposes therein set forth. Suptember 19 87 Given under my hand and official seal, this day of My commission expires Nov. 14, 1990 ONGTHELY PLANTE Mail To: The Northern Trust Company
Attn: Division Head, Real Estate Mortgage Division ARLENE T, KOSIEK

Chicago, Illinois 60675 BOSO (RIS/RT)

50 South LaSalle Street

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LOTS 1 TO 2, BOTH INCLUSIVE, IN FREEMAN J. WOODS SUBDIVISION OF THE SOUTH 20 RODS OF LOT 2, LYING EAST OF THE WEST 40 RODS THEREOF, IN COUNTY CLERK'S DIVISION OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER SO MUCH OF LOTS 1 AND 2 AND IS DESCRIBED AS FOLLOWS AS SHOWN ON PLAT OF SUBDIVISION OF FREEMAN J. WOODS AFORESAID, RECORDED SEPTEMBER 17, 1979, AS DOCUMENT 25149165, AND RERECORDED NOVEMBER 1, 1979 AS DOCUMENT 2322019). THAT PART OF LOT 2 IN SAID COUNTY CLERK'S DIVISION OF SECTION 25 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST TO THE POINT OF BEGINNING OF THE FOLLOWING DECLARED PARCEI. OF LAND; THENCE SOUTH 30 DEGREES 14 MINUTES 16 SECONDS WEST, A DISTANCE OF 175.16 FEET TO A POINT; THENCE SOUTH 21 DEGREES 06 MINUTES 10 SECONDS WEST, A DISTANCE OF 10.42 FEET TO A POINT OF CURVATURF; THENCE 121.04 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 27 FEET TO A POINT; THENCE NORTH 30 DEGREES 14 MINUTES 16 SECONDS EAST, A DISTANCE OF 144.21 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE EAST, A DISTANCE OF 4079 FEET TO THE PEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER THAT PART OF THE SOUTH 1/2 OF THE NORTH 2/3 OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 40 RODS AND SOUTH OF THE NORTH 20 RODS OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 IN SAID COUNTY CLERK'S SUBDIVISION OF SECTION 25, WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 301.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING WEST ALONG SAID NORTH LINE OF THE SOUTH 20 RODS, A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 42.43 FEET TO THE HEREINABOVE DESGINATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS A 20 FOOT STRIP FROM WINNETKA ROAD, TO THE NORTH LINE OF THE SOUTH 20 RODS OF THAT PART OF LOT 2 IN COUNTY CLERK'S DIVISION AFORESAID LYING EAST OF THE WEST 40 RODS THEREOF, PLACED EQUIDISTANT FROM THE EAST AND WEST LINES OF THE NORTH 60 RODS OF THE EAST 1/2 OF THE SAID LOT 2 IN COUNTY CLERK'S DIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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