# UNOFFICIAL CO

#### HERITAGE OLYMPIA BANK REVOLVING CREDIT MORTGAGE

January 17, HIS MORTGAGE is dated as of January 17, , 19 William J. Potterton and Marlene N. Potterton, his wife 1987, and is between ("Mortgagor") and HERITAGE OLYMPIA BANK, 195 Olympia Plaza, Chicago Heights, Illinois 60411 ("Mortgagee").

#### WITNESSETH

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of  $\frac{5}{35,000.00}$  (the "Line of Credit"). Interest and  $\frac{N}{A}$  % of the aggregate unpaid principal balance on the Note shall and N/A be due and payable monthly beginning February 15, 19.87, and continuing on the (300) day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable on of principe: and interest shall be due and payable on  $\underline{\text{January 15}}$ ,  $\underline{\text{19}\,92}$ . Interest on the Note shall be calculated on the daily unpaid principle. pal balance of the Note at the per annum interest rate equal to per annum in expass of the Variable Rate Index (defined below). Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum interest rate equal to 1 % per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at in; cime, without penalty.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgago's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described as follows:

Lot 21 in Block 4 in Flossmoor Park being a subdivision in the West 1/2 of the South West 1/4 and the South East 1/4 of the South West 1/4 of Section 6, Township 35 North, kenge 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 32-06-301-021-0000 M C

COMMONLY KNOWN AS: 850 GIANDENER

Flossmoor, IL

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COOK COUNTY, ILLINOIS FILED FOR RECORD

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which is referred to herein as the "Premisos", together with all improvements, buildings, tenements, heroditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all acroens, window shades, atorm doors and windows, floor coverings, awning, atoves and water heaters, whether now on or in the Premises or horeafter erected, installed or placed on or in the Premises, and whother or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Para. 6405 and an otherwise amended. The lien of this Mortgage secures payment of any existing indobtedness and future advances

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made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance runt or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Nortgage, Mortgagor may collect, receive and enjoy such avails.

Furt(e), Mortgagor does hereby expressly waive and release all rights and denefits under and by virtue of the Homestead Exemption Laws of the State  $c\in$  Illinois.

Further, Morigagor covenants and agrees as follows:

- 1. Mortgagor 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 the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interest, liens, mechanics' liens or claims for lien; (c) pay when destroy indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- 2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assertments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the fremises. Mortgagor shall, upon written request furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent refault hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.
- 3. Upon the request of Mortgagee, Mortgager shall deliver to Mortgagee all original leases of all or any portion of the Premises, Expether with assignments of such leases from Mortgager to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgager shall not, without Mortgagee's prior written consent, procure permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' feen, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the liabilities,

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this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgages. Mortgager shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note, Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance pol co shall be payable, in case of loss or damage, to Mortgagee. Each insurance relicy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgages. Mortgages shall deliver all insurance policies, including additional and renewal policies, to Mortgages. In crae of insurance about to expire, Mortgages shall deliver to Mortgagee renewal princies not less than ten days prior to the respective dates of expiration. Soil insurance policy shall not be cancelled by the insurance company without at reast 30 days' prior written notice to Mortgages.
- 7. Upon Default by mortgagor hereunder, Mortgages may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed predient by Mortgages, and Mortgages may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgages may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the 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' and paralegals' fees, and any other funds advanced by Mortgages to protect the Premises or the lien hereof, plus reasonable compensation to Mortgages for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgages shall never be considered as a waiver of any right accruing to Mortgages on account of any Default hereunder on the part of Mortgagor.
- 8. If the Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement of estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate of into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the dispostion of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagor to completely cure any cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default within seven (7) days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgag-

# Or to pay the Note or Liabilities in accordance with their terms or failure

or to pay the Note or Liabilities in accordance with their terms or failure of the Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covanant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.

- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor or its grantee or assigns or an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to soll, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgages.
- 11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagoe for payment of any and all amounts due under the Note or this Mortgago, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagoe's rights, remedies and security interests hereunder, including advising the Mortgagoe or drafting any documents for the Mortgagoe at any time. Notwire tanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgago shall not exceed the principal amount of the Note, plus interest thereon, and any disbursoments made for the payment of taxes, special casessments, or insurance on the property subject to this Mortgago, with interact on such disbursoments, and if permitted by law, disbursoments made by icotgagoe which are authorized hereunder and attorneys' foos, costs and expenses relating to the anforcement or attempted enforcement of the Note and this Mortgago, plus interest as provided herein.
- 12. "Variable Rate Inflot" means that interest rate established or announced by Continental Illimola National Bank & Trust Company of Chicago as its "Commercial Base Rate". The Variable Rate Index will fluctuate hereunder from time to time and the effective date of any change in the Variable Rate Index shall be the day of such change in the "Commercial Base Rate" announced or established by The Continental Bank, with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indubtedness under the Note whether from any past or future principal advances made under the Note. In the event The Continental Bank discontinues entablishing or announcing the "Commercial Base Rate", the Variable Rate Index shell be the interest rate, or the highest rate if more than one, published in the Wall Street Journal, "Money Rates" column as the "Prime Rate".
- When the indebtedness secured hereby shell become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' and paralegals' foet, appraisers' foes, outlays for documentary and expert evidence, stenographare charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lion searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be esitmated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgages shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured likeraby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatned suit or proceeding

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which might affect the Premises or the security hereof, whether or not actually commenced.

- 14. The proceeds of any foreslosure sale 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 the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (firs: to interest and then to principal); fourth, any surplus to Mortgager or Mortgager's heirs, legal representatives, successors or assigns, as their rights may appear.
- Upon, or at any time after the filing of a complaint to foreclose 15. this Mortgage, the court in which such suit is filed may appoint a receiver of the Promises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgader at the time of application for the receiver and without regard to the the value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether chore be redemption or not, as well as during any further times when Mortgagor except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protoction, possession, control, managaement and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the not income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mort(aco, or any tax, special ausessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guaranter of the Note in case of a foreclosure tale and deficiency.
- 16. No action for the enforcement of the lien or of any provision of this mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.
- 17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 18. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgager renders payment in full of all Limbilities secured by this Mortgage.
- 19. This Mortgage and all provisions hereof, shall excent to and be binding upon Mortgager and all persons or parties claiming by, under or through Mortgage. The word "Mortgager" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgager shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.
- 20. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vosted in it as a trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.
- 21. This Mortgage has been made, executed and delivered to Mortgages in Chicago Heights, Illinois and shall be construed in accordance with the

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laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions

of this Mortgage.	
WITNESS the hand $\mathbf{g}_{\underline{}}$ and sectorth above.	als of Mortgagor the day and year set
	(Max
	William J. Potterton
	Marlene N. Potterton
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STATE OF ILLINOIS	
COUNTY OF Cook	
0/	
I, Renee Conachen	a Notary Public in and for
	er by certify that William J. Potterton and
whose name(s) is (are) subscribe	d to the foregoing instrument, appeared a actrowledged to me that they signed
and delivered said instrument as	their own free and voluntary act, for
the uses and purposes therein set fo	orth.
GIVEN under my hand and Notaria	1 Seal this 17th day of January
19	
	12 12 Oz
	NOTARY PUBLIC
My Commission Expires: 10-6-	87
STATE OF ILLINOIS	
COUNTY OF Cook	
Prepared by and mail to: Heritage Olympia Bank	
195 OLYMPIA PLAZA	B <b>OX 333—C</b> A
CHICACO HEICHE II.	

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Walter Sty

Property of Cook County Clark's Office

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MAIL TO: HERITAGE OLYMPIA BANK 195 Olympia Plaza Chicago Hts., IL 60411