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TxxxxXXXXXXXXXXXXXX * Stephen M. McMahon and Marilyn A. McMahon, his wife

("Mortgagor") and the First National Bank; of Des Plaines ("Montgagee!"). cased particular district the control of the property of the propert Mortgage payable to the order, of Mortgagee (the "Note"), in the principal amount of the \$60,000,00 (the "Line of Credit"), Rayments of interest on the Note shall be identified and payable monthly beginning, April 15. 1987. And continuing for the same day of each month there are ter, and the entire unpaid balance of principal and interest shall be and payable and march the entire unpaid balance of principal and interest shall be and the entire unpaid balance of principal and interest shall be and the entire unpaid balance of principal and interest shall be and the entire unpaid balance of principal and interest shall be and the entire unpaid balance of principal and interest shall be and the entire unpaid balance of principal and interest shall be and the continuing to the co of each month thereafter, and the entire unpaid balance of principal and interestishall be induced and payable ten (10) years after the date of this Mortgage, Interest on the line and payable ten (10) years after the date of this Mortgage, Interest on the line and the per annum rate equal to the Variable Rate Index (defined below) for each continue ally at the per annum rate of 1% in excess of the Variable Rate index for each day the model principal balance outstanding exceeds \$25,000.00 and is less than or equal to \$50,000.00. Interest on the Note shall accrue daily at the per annum rate of 2% in excess of the Variable Rate Index for each day the unpaid principal balance outstanding is less than or equal to \$25,000.00. Mortgagor has the right to prepay all or any part of the aggregate unput principal balance of the Note at any time, without penalty. penality." The same of the grant service of a setting was (a) the common con-

To secure payment of the independenced by the Note and the Lightlites, and defined below), including any and all to evals and extensions of the Note, Mortgagor, does, by these presents CONVEY, WARRANG, and MORTGAGE unto Mortgagoe, all, of Montgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illipois, legally described as follows:

Lot 33 in Zarl's Subdivision of part of the North East M of the North West M of Section 33, Township 41 North, Range 12, East of the Third Printing Meridian, in Cook County, Illinois. of 33 in Zari's Subdivision of party of the Third Print of Morialan, in the most of the Third Print of Morialan, in the most of the Third Print of Morialan, in the most of th

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which has the common address of 1903 Greenical Des Plaines, Illinois 60018 and the Real Estate Tax Index Number 09-33-119-001-0000 0-7-70, and is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easinents located in, on, over, or under the Premises, and all types and fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storin doors and windows, floor coverings, awnings, stoves and water heaters, whether now or or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether now or or 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. Non-purchase money security interests in household goods are excluded from the security interest granted herein.

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*TO BE DELETED WHEN THIS MORTGAGE IS NOT EXECUTED BY A LAND TRUST

form #858 rev. 1/87

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The llen of this Mortgage secures payment of any existing indebtedness and future advances 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 rent 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 Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mort jagor does hereby expressly waive and release all rights and benefits under and by virtue conhe Homestead Exemption Laws of the State of Illinois.

Further, Mortgage, covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafte on the Premises which may become damaged or be destroyed; (b) keep the Premises in sood condition and repair, without waste, and, except for this Mortgage, free from any incumbrances, security interests, liens, mechanics liens or claims for lien; (c) pay when due at y 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 ordinarces 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 assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, excessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default 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.
- J. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor 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 occured hereby remains unpaid.
- 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 Nortgagee; 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 fees, 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.

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- 5. No remedy or right of Mortgagee hereunder shall be exclusive. (Each right of or remedy of Mortgagee with respect to the Diabilities, this Mortgage of the Premises of shall be in addition to every other remedy or right now or hereafter existing at law of the equity. No delay by Mortgagee in exercising for omitting to exercise, any remedy of right on accruing on Default shall impair any such remedy or right; or shall be constitued to be a right walver of any such Default; or acquiescence therein, or shall affect any subsequents. Default of the same on a different nature. Every such remedy or right may be exercised not concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 5.6. Asi Montgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire clightning out windstorm, vandalism and malicious damage and such other hazards as may from itime to my time be designated by Mortgageed Mortgagon shall keep all buildings and improvements and now or hereafter situated on the Premises Insured against lloss ion damage by flood, the the ab Premises is located in a flood hazard zone. Each insurance policy, shall be for (an) amount in which is the content of the con sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and In no exent less than the principal amount of the Note?" Mortgagor shall obtain diability insurance with respect to the Premises in an amount which is with acceptable to Mortgagee. All policies shall be issued by companies satisfactory into the Mortgagee... Each insurance policy shall be payable in case of loss or damage, ito im Mortgagee... Each insurance policy shall contain a lender's loss payable idiase or or an ender's loss payable idiase or an ender's loss payable idiase or an ender's loss payable idiase. endorsement, in form and substance satisfactory to Montgagee. Montgager, shall deliver the all insurance policies, including additional and renewal policies, to Mortgage of Incase of less insurance about to expire, Montgagor shall deliver to Mortgagee renewal policies not less to than ten days priorito the respective dates of expiration. Each insurance policy shall note: be cancellable by the insurance company; without at least 30 days; prior written notice to ill g see a la company de fait, qui bui La Maria de la cotte gaogo e, cala no Mortgagee.
- 7. Upon Default by Mortgaror hereunder; Mortgagacimay, but need not, makering any payment or perform any act required of Mortgagor herounder in any form and manner to deemed expedient by Mortgagee, and Mortgagee may, but need not, makefull; on partial to payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may furchase, 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 assument. All moneys paid for any of the purposes, herein authorized and all expenses paid or incurred in connection therewith, it including attorneys, and paralegals, fees, and any other funds; advanced by Mortgagee to be each matter concerning, which action berein authorized may be taken, shall be so muchally additional indebtadness secured hereby, and shall become immediately due and payable without notice and with interest thereon at a per annum received due and payable without notice and with interest thereon at a per annum received be considered as additional ray right accruing to Mortgagee on account of any injuly hereunder ion, the mignary of any right accruing to Mortgagee on account of any injuly hereunder ion, the mignary of Mortgageor.
- 8. If Mortgagee makes any payment authorized by this (fortgage/relating to taxes, assessments, charges, lieus, security interests or engumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party of claiming such funds without inquiry into the accuracy or validity of such bill, reatment or estimate or into the validity of the lien, encumbrance, security interest, tax, are essment; as sale, forfeiture, tax lien or title or claim thereof.
- 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 to of Mortgagee including attorneys and paralogals 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 disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the more and includes the failure of the Mortgager to completely cure any Cause for Default in and to deliver to the Mortgagee written notice of the complete cure of the Cause for meaning

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Mortgagors Initials

Default within ten (10) days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default has occurred and is existing. Default under the Note shall be 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 Mortgagor to pay the Note or Liabilities in accordance with their terms or failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.

- Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, 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 Mortgagee.
- "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing 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 described arising together with attorneys and paralegals fees relating to the Mortgages or drafting any documents for the Mortgages at any time. Notwithstanding the foregoing or any provisions of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law; disbursements made by Mortgagee which are authorized hereunder and attorneys fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.
- 12. "Variable Rate Index" means the rate of interest, or the highest rate if more than one; published in the Wall Street Journel in the "Money Rates" column on the last business day of each month as the "Prime Note" for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event the Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Petrase H.15 for the last business day of each month as the "Bank Prime Loan" interest rate.
- ration or otherwise; Mortgagee shall have the right to foreclose the lier of this Mortgage. In any sult to foreclose the lier 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 Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stem graphers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably encessary either to prosecute the foreclosure suit or to evidence to bidders at any increased expenses allowed the foregoing items, which may be expended after entry of the foreclosure sales with foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee 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 Mortgagee shall be a party,

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either as plaintiff, claimant or defendant, by reason of this Mortgage, or apylindebtedness of secured hereby; or (b) any preparation for the commencement, of any suit for the of foreclosure, of this Montgage after accrual of the right to foreclose, whethen or not but actually commenced or preparation for the commencement of any sultito collect uponion enforce the provisions of the Note or any instrument which secures the Note after the Default, whether or not actually commenced or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, in whether or not actually commenced.

- 14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses, incident to the one 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 not Note, with interest thereon as herein provided; third, all principal and interest remaining in unpaid on the Note and the Liabilities (first to interest and then to principal), founth, any pure to Mcctiagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear. their rights may appear. graph to the date when the total new properties on a wife to each
- 15. Upon, or at any time after the filling of a complaint tonforeclose this and Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before, or after sale, without notice, without regard to the solvency of mortgager at the time of application for the receiver and without regard to the then 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 statutor, period of redemption, if any, whether there 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 Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, manage next tand operation of the Premises. The court in which the foreclosure suit is filled may from to time authorize the receiver to apply, the inet income in the receiver's hands in pay next to time authorize the receiver to apply, and the inet income in the receiver's hands in pay next to time or in part of the indebtedness. secured hereby, or secured by any judgment is reclosing this Mortgage, or any tax, special assessment for other lich or encumbrance which may be or become superior to the lich hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.
- 16. No action for the enforcement of the len 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 free ses at all reasonable of 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 Mortgagor renders payment in full of all Liabilities secured by this Mortgage.
- Upon request by Mortgagee, Morgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest avment pursuant to the Note secured hereby, and on the day each and every interest payment date; thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year; (general and special) with respect to the Premises. Notwithstanding the loregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragaph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Mortgagor further covenants and agrees that, upon request by Mortgagee, Mortgagor will also deposit with Mortgagee an amount as determined by Mortgagee, based upon the taxes and assessments so ascertainable, or so estimated by

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Mortgagee as the case may be, for taxes and assessments with respect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments.

- 20. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 19 of this Mortgage; Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, less all sums alread; paid therefor, divided by the number of months to elapse before one month prior to the date when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.
- 21. This McF gage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used terein shall also include all persons or parties liable for the payment of the indebted ess secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor 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.
- 22. 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 vested in t as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estite 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 walved in any manner.
- 23. This Mortgage has been made, executed and relivered to Mortgagee in Des Plaines, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be into preted in such manner as to be effective and valid under applicable law. If any provision 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.

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STATE OF ILLINOIS			
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for the County and State afforthe County and State afforthe M. McMahon and Marilyn A personally known to me to be subscribed to the foregoing day in pecson and acknowled delivered and instrument a tary act, for the uses and CIVEN under my hand an	a the same parsons instrument, appeare ged to me that kkekeke a kkekekekekekekekeke the trown purposes there in set	whose name _s is d bafore me this g/they signed and free and volun- forth.	
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