

# UNOFFICIAL COPY

87218127

COOK COUNTY CLERK'S OFFICE  
CHIEF OF RECORDS

87218127

1987 APR 24 PM 12:57

87218127

## HOME LINE CREDIT MORTGAGE

\$16.00

This Home Line Credit Mortgage is made this 9th day of April, 1987, between the Mortgagor, Lasalle National Bank, Not personally, but as Trustee under Trust Agreement dated 6/16/76, known as Trust #10-31345-09 & not personally (herein "Borrower"), and the Mortgagee, Harris Bank Winnetka, National Association whose address is 520 Green Bay Road, Winnetka, Illinois 60093 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Winnetka, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated April 2, 1987, pursuant to which Borrower may from time to time until April 9, 1994 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 75,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After April 9, 1994 (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by April 9, 1994 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 8 in Block 6 in L.L. Greenleaf's Subdivision of Blocks 29 to 34 in Village of Wilmette, in Township 42 North, Range 13 East of the Third Principal Meridian according to the plat thereof recorded September 17, 1872 in Book 2 of plats page 84 in Cook County, Illinois.

EHO  
ML

Permanent Index Number 05-27-314-003

which has the address of 1233 Elmwood Wilmette, Illinois 60091 (herein "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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

CS 80-60-109-0855

Of Cook County Clerk's Office

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This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 10-31345-09 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given in evidence in connection with the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagee or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagee or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holder of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED April 9th, 1987 UNDER TRUST NO. 10-31345-09

SEE OTHER ATTACHED

LA SALLE

MADE A PART HEREOF

STATE OF ILLINOIS }  
COUNTY OF Cook }  
I, Harriet Dentschick, a Notary Public in and for the County of Cook, State of Illinois, do hereby certify that before me this day in person and acknowledged that \_\_\_\_\_ (name) is the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me and signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and notarial seal, this 13th day of April, 1987.  
My Commission Expires: October 9th, 1987  
Notary Public

IN WITNESS WHEREOF, Borrower has executed this Mortgage. AND MADE A PART HEREOF  
BY: \_\_\_\_\_  
Type or Print Name: Assistant Vice President  
Borrower  
ATTEST:  
By: \_\_\_\_\_  
Type or Print Name: Agreement dated 6/16/76, known as Trust #10-31345-09  
Borrower  
Attest  
Assistant Secretary  
Borrower



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## HOME LINE CREDIT MORTGAGE

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This Home Line Credit Mortgage is made this 9th day of April, 1987, between the Mortgagor, Lasalle National Bank, Not Personally, but as Trustee under Trust Agreement dated 6/16/76, known as Trust #10-31345-09 & not personally (herein "Borrower"), and the Mortgagor, Harris Bank Winnetka, National Association whose address is 520 Green Bay Road, Winnetka, Illinois 60093 (herein "Lender").

WHEREAS, Borrower and Lender have entered into a Harris Bank Winnetka, N.A. Home Line Credit Agreement and Disclosure Statement (the "Agreement") dated April 9, 1987, pursuant to which Borrower may from time to time until April 9, 1994 borrow from Lender sums which shall not in the aggregate outstanding principal balance exceed \$ 75,000.00 the "Maximum Credit" plus interest. Interest on the sums borrowed pursuant to the Agreement is payable at the rate and at the times provided for in the Agreement. After April 9, 1994 (i) all sums outstanding under the Agreement may be declared due and payable or (ii) all sums outstanding under the Agreement and all sums borrowed after such date, together with interest thereon, may be due and payable on demand. In any event, all amounts borrowed under the Agreement plus interest thereon must be repaid by April 9, 1994 (the "Final Maturity Date").

TO SECURE to Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

Lot 8 in Block 6 in L.L. Greenleaf's Subdivision of Blocks 29 to 34 in Village of Wilmette, in Township 42 North Range 13 East of the Third Principal Meridian according to the plat thereof recorded September 17, 1872 in Book 2 of plats page 84 in Cook County, Illinois.

EHO  
MCL

Permanent Index Number 05-27-314-003

which has the address of 1233 Elmwood Wilmette, Illinois 60091 (herein "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 leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

109-0855

Office of Cook County Clerk's Office

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obligated to pay the sums secured by this Mortgage, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**14. Legislation Affecting Lender'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, Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 22. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 18.

**15. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by Notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**16. Governing Law; Severability.** This Mortgage shall be governed by Federal Law and the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, 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 the Mortgage and the Agreement are declared to be severable.

**17. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

**18. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances or (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Mortgage and the Agreement had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 14 or 18.

**20. Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan, unless and until pursuant to the Agreement such loan is converted to an installment loan, and shall secure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as 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 advance 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 filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed one hundred fifty percent of the Maximum Credit, plus interest thereon and any disbursements which the Lender is authorized to make under this Mortgage or the Agreement, (e.g. 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 over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

**21. Conversion to Installment Loan.** Pursuant to the Agreement, the Lender may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event be due and payable on or before the Final Maturity Date. This Mortgage is given to and shall secure such installment loan.

**22. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Agreement, including the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and/or may terminate the availability of loans under the Agreement and may foreclose this Mortgage by judicial proceeding. Lender 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.

**23. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 22 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 22 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, 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 Lender 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' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**24. Release.** Upon payment of all sums secured by this Mortgage and termination of the Agreement Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**25. Captions for Convenience Only.** 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.

**26. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

5/19/97

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## LAND TRUST RIDER TO HOME LINE CREDIT MORTGAGE

This Rider is dated April 9, 19 87 and is a part of and amends and supplements the Home Line Credit Mortgage ("Mortgage") of the same date executed by the undersigned ("Trustee") to secure a Home Line Credit Agreement ("Agreement") of the same date to Harris Bank Winnetka, a national banking association ("Bank"). The Mortgage covers the property described in the Mortgage and located at:

1233 Elwood Wilmette, Illinois 60091

The Trustee agrees that the mortgage is amended and supplemented to read as follows:

- A) The property covered by the Mortgage (referred to as "Property" in the Mortgage) includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B) The entire principal sum remaining unpaid together with accrued interest thereon shall, at the Bank's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without the Bank's prior written permission. Sale or transfer means the conveyance of the Property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests. Sale or transfer shall exclude (i) the creation of a lien or encumbrance subordinate to this Mortgage; (ii) the creation of a purchase money security interest for household appliances; or (iii) transfer by devise, descent, or by operation of law upon the death of a joint tenant.
- C) The Trustee warrants that it possesses full power and authority to execute the Mortgage and the Agreement.
- D) The Mortgage is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as Trustee under Trust No. 10-31345-09. The Trustee is not personally liable on the Agreement secured by the Mortgage, nor is Trustee liable for (i) any indebtedness arising pursuant to the terms of the Mortgage; or (ii) the performance of any covenant, either express or implied contained in the Mortgage. All such liability, if any, is hereby expressly waived by Bank. SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

La Salle National Bank, not personally, but as successor trustee under Trust Agreement No. 10-31345-09

By  
Trustee

  
Assistant Vice President

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Handwritten notes: "530 Greenway Loop", "Box 223", "Idaho Falls", "Hawaii Bank", "Mortgage"

Handwritten signature: "Mortgage"

FILE UNDER ATTACHEE  
A MADE A PART HEREOF

This instrument is executed by LASALLE NATIONAL BANK, not personally and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall part upon LASALLE NATIONAL BANK, personally or as said Trustee, to sequester the rents, issues and profits arising from the disposition thereof; but so far as said Trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders, of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

Vertical stamp: 2151675

RIDER ATTACHED TO AND MADE A PART OF  
(TRANSMISSION AGREEMENT)  
MORTGAGE  
(EXTENSION AGREEMENT)  
(ADDITIONAL ADVANCE AGREEMENT)

DATED April 9th, 1987 UNDER TRUST NO. 10-31345-09