

time securing payment hereof, no personal liability shall be asserted or deemed to be incurred against the undersigned as trustee, because or in respect of this Mortgage or the making, issue or transfer hereof, all such personal liability of the trustee if any, being expressly waived in any manner.

UNOFFICIAL COPY

21. This Mortgage has been made, executed and delivered to Mortgagee in Winnetka, Illinois and shall be construed in accordance with the 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 and seal of Mortgagor the day and year set forth above

x *Kai Allen Nebel*
x *Maria M. Nebel*

THIS DOCUMENT PREPARED BY
D. BRUCE MAGERS
VICE PRESIDENT AND LOAN OFFICER
THE WINNETKA BANK
791 ELM STREET
WINNETKA, ILLINOIS 60093

As Trustee Under A Trust Agreement Dated _____, 19____
and known as Trust No. _____
AND NOT PERSONALLY

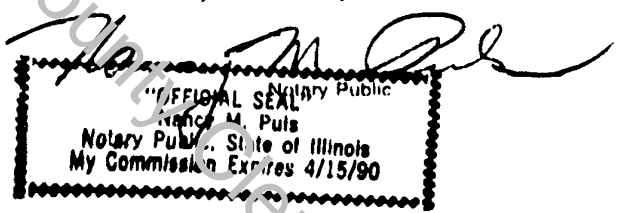
By: _____
Its: _____
By: _____
Its: _____

STATE OF ILLINOIS
COUNTY OF Cook } SS

I, **Nancy M. Puls**, Notary Public
in and for said county and state, do hereby certify that **Kai Allen Nebel and Maria M. Nebel** *his wife*
personally known to me to be the same person(s) whose name(s) **are** subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that **they** signed and delivered the said instrument as **their** free and voluntary act, for
the uses and purposes herein set forth.

Given under my hand and official seal, this **18th** day of **May**, 19**87**

My commission Expires



87329352

STATE OF ILLINOIS
COUNTY OF _____ } SS

I, _____, a Notary Public
in and for said County, in the State aforesaid, do hereby certify that _____
of _____, and _____
of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
and _____, respectively,
appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and
as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____
did also then and there acknowledge that _____ as custodian
of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as _____ own free and voluntary
act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____

Notary Public

My commission expires

20 In the event the Mortgage is a land trust, the Mortgages shall be secured by the trust assets... 19 This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through... 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... 17 Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

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... 15 Upon, or at any time after filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises... 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 foreclosure proceedings...

13 When the indebtedness secured hereby shall 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... 12 Variable Rate Index means the rate of interest, or the higher rate if more than one, published in the Wall Street Journal in the Money Rate column on the last business day of each month as the "Prime Rate"...

11 Liabilities means any and all liabilities, obligations and indebtedness of Mortgagee or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage... 10 Notwithstanding any other provision of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee 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... 9 Upon Default, all the obligations of the Mortgagee, the Note and/or any other maker of the Note shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' 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...

8 If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances or validity of such bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof... 7 Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or title herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken... 6 Mortgagee shall keep the Premises and all buildings and improvements now or hereafter situated on 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 Mortgagee... 5 Mortgagee shall deliver all insurance policies, including additional and renewal policies, to Mortgagee in case of insurance about to expire, to Mortgagee, Mortgagee shall deliver all insurance policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days prior written notice to Mortgagee... 4 Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or title herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken... 3 Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose... 2 Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose... 1 Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

87326352