

UNOFFICIAL COPY

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN / 87370077

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY

This MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by and among

Richard G. Cubberly and Carol A. Cubberly, as joint tenants

(herein "Borrower") and Bank of Buffalo Grove

(herein "Bank")

Borrower in consideration of the indebtedness herein recited grants, bargains, sells and conveys, warrants and mortgages (unless Borrower is a trust in which event Borrower conveys, mortgages and quitclaims) unto Bank and Bank's successors and assigns, the following Described property located in the _____
City of Park Ridge County of Cook State of Illinois

THIS IS A JUNIOR MORTGAGE

Lots 11 and 12 in Black's Addition to Park Ridge, being a Subdivision of the North 468.6 feet of Block 1 of Penny and Meecham's Subdivision in the Southeast 1/4 of Section 26 Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. 09-26-409-005 All R H-F-O

commonly known as 515 North Ashland Avenue Park Ridge, IL 60068

Illinois (herein "Property Address")

TO HAVE AND TO HOLD such property unto Bank and Bank's successors and assigns forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and accretions thereto and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject to the power to the rights and authorities given hereunto Bank to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, 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 are herein after referred to as the "Property", as to any property which does not constitute a fixture, as such term is defined in the Uniform Commercial Code, this Mortgage is hereby deemed to be, as well as a Security Agreement under the Uniform Commercial Code for the purpose of creating a security interest in such property, which Borrower hereby grants to Bank as Secured Party (as such term is defined in the said Code).

To Secure to Bank on condition of the repayment of the indebtedness evidenced by an Agreement and Disclosure Statement ("Agreement") of even date herewith and by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 170,000.00 or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installment payments of interest with the principal balance of the indebtedness if not sooner paid or required

to be paid, due and payable Ten (10) years from the date thereof, 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 and the Note. The Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents". The Credit Documents contemplate, and this Mortgage permits and secures, future advances

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed, and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (unless Borrower is a trust) covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Note calls for a variable interest rate, and that the Bank may, prior to the expiration of the term of Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note.

COVENANTS. Borrower and Bank covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges and other charges imposed under the Note.

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Bank under the Note and this Mortgage shall be applied by Bank first in payment of amounts payable to Bank by Borrower under paragraphs 5 and 26 of this Mortgage, then to interest payments on the Note, then to other charges payable under the Agreement, and then to the principal of the Note.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of trust) on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall deliver to Bank upon its request, receipts evidencing such payment.

4. HAZARD INSURANCE. Borrower shall, at its cost, 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 collectively referred to as "Hazards" as Bank may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (A) the maximum insured value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the insurable interest requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Bank provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause in favor of and in a form acceptable to Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Bank all renewal notices and, if requested by Bank, all receipts of said premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Bank within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurer, if any, and Bank. Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Bank under any Hazard insurance policy shall, at Bank's sole discretion, either be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees hereinafter paid or incurred by Bank and Borrower in this connection) and in such order as Bank may determine or be released to Borrower for use in repairing or reconstructing the Property, and Bank is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under the Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to request that Bank insuring within thirty (30) calendar days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim for any loss or damage, the Bank is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Bank's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Bank, all right, title and interest of Borrower in and to the Property, including all insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Bank 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. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment

87370077

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STATE OF ILLINOIS

COUNTY OF Cook

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that:

Richard G. Cubberly and Carol A. Cubberly personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 13th day of June 1987

Alice I. Peterson
Notary Public

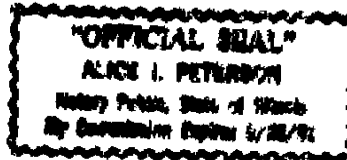
Commission expires 5-30-90

This document has been prepared by:

Christine D. Ruscliffe

10 East Dundee Road

Buffalo Grove, IL 60079



07-21-887-005

IF BORROWER IS A TRUST:

By _____
not personally but solely as aforesaid

ATTEST

-87-370077

STATE OF ILLINOIS

COUNTY OF

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that

President of _____

a corporation, and _____

Secretary of said corporation, personally known to me

to be the same persons whose names are subscribed to the foregoing instrument as such

President and

Secretary, 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 Trustees, for the uses and purposes therein set forth, and the said

Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to instrument as his 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 official seal, this _____

day of _____

1987 JUN 13 07:06/87 15:53:00

Notary Public

87-370077

COOK COUNTY RECORDER

Commission expires _____

THIS INSTRUMENT PREPARED BY

14⁰⁰

2007/06/13

[Handwritten signature]

UNOFFICIAL COPY

Individual Borrower

Date

Individual Borrower

Date

Individual Borrower

Date

June 13, 1987

Individual Borrower

Date

June 13, 1987

Richard G. Cubberly
Carol A. Cubberly

IF BORROWER IS AN INDIVIDUAL, IN WILLING WHEROF, Borrower has executed this Mortgage

IN WITNESS WHEREOF, Borrower has executed this Mortgage
The power and authority vested in the Trustee as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly intended and agreed by the mortgage herein and by every person now or hereafter claiming any right or interest hereunder that nothing contained herein in the Note accrued by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest thereon or any proceeds thereon, and the Trustee shall be relieved of any liability which may be incurred by it in the performance of its duties hereunder and shall not be liable for any loss or damage of any kind resulting from the exercise of its powers hereunder and shall not be liable for any loss or damage of any kind resulting from the exercise of its powers hereunder and shall not be liable for any loss or damage of any kind resulting from the exercise of its powers hereunder.

27. CAPTIONS, SUCCESSION AND ASSIGNS. The captions of this Mortgage and the other Credit Documents and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

26. EXPENSES OF LITIGATION. In any suit to enforce the lien of this Mortgage or enforce any other remedy of the Bank under this Mortgage, the agreement of the Note hereunder shall be deemed to include an irrevocable and exclusive authorization of the Bank to employ attorneys, accountants, appraisers, and other professionals, and to incur all costs, charges, expenses, and disbursements, including reasonable attorneys' fees, in connection with the enforcement of this Mortgage, and the Bank shall be reimbursed for all such costs, charges, expenses, and disbursements, including reasonable attorneys' fees, by the Borrower. The Bank shall be entitled to recover its costs, charges, expenses, and disbursements, including reasonable attorneys' fees, from the proceeds of this Mortgage, and if the proceeds are insufficient to pay such costs, charges, expenses, and disbursements, including reasonable attorneys' fees, the Bank shall be entitled to recover such costs, charges, expenses, and disbursements, including reasonable attorneys' fees, from the Borrower.

25. WAIVER OF STATUTORY RIGHTS. Borrower hereby waives and releases all rights and remedies provided by law, including but not limited to the rights and remedies provided by the Uniform Commercial Code, the Uniform Consumer Credit Code, and any other applicable laws, in connection with this Mortgage, and the Bank shall be entitled to enforce this Mortgage without regard to such laws.

24. TAKES. In the event of the passage after the date of this Mortgage of any law which changes in any way the law now in force for the taxation of mortgages, or debt service thereon, or the manner of operation of such laws, or so as to affect the interest of the Bank in such laws, then and in such event the Borrower shall pay the full amount of such laws.

23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and hereof, the Bank will not be deemed to have received actual knowledge of any fact which would materially and adversely affect the performance of this Mortgage unless the Bank has been notified in writing by the Borrower of such fact.

22. TIME OF RECEIPT. Time of receipt of the Mortgage and hereof shall be the date of receipt of the Mortgage and hereof by the Bank.

21. INFORMATION OF TERMS. All of the terms, conditions and provisions of the Agreement and Note are hereby incorporated into this Mortgage and shall be deemed to be a part hereof.

20. REQUEST FOR NOTES. Borrower requests that copies of any notices of default be addressed to the Borrower and sent to the Property Address. Thereafter, the Borrower shall release this Mortgage without charge to the Borrower.

19. RETAIN. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall be returned to the Borrower and the Bank shall not be deemed to have received actual knowledge of any fact which would materially and adversely affect the performance of this Mortgage unless the Bank has been notified in writing by the Borrower of such fact.

18. ASSIGNMENT OF RIGHTS; APPOINTMENTS OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, the Borrower hereby assigns to the Bank the rents of the Property, provided that the Bank shall have the right to collect and retain such rents as they become due and payable.

17. ACCRETION, REMEDIES (INCLUDING FREEZING THE LINE). Upon the existence of an Event of Default, Bank may, at its sole option, remedy the loss, decrease of the sums secured by this Mortgage to be immediately due and payable without further demand, and make any remedies permitted by applicable law. Bank shall be deemed to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

16. ADDITIONAL REMEDIES. Notwithstanding any other term of this Mortgage, Bank, without declaring or asserting an Event of Default or making any of the remedies permitted by law, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 15 or 16 of this Mortgage, including without limitation, the loss, decrease or non-payment of any sums secured by this Mortgage, or the loss of the Mortgage.

15. REMEDY. Notwithstanding any other term of this Mortgage, Bank, without declaring or asserting an Event of Default or making any of the remedies permitted by law, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 15 or 16 of this Mortgage, including without limitation, the loss, decrease or non-payment of any sums secured by this Mortgage, or the loss of the Mortgage.

14. PAYABLE AS PART IN PARAGRAPH 17 OF THE AGREEMENT. Failure to pay such indebtedness within ten (10) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or exercise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground lease affecting the Property, shall constitute a separate Event of Default.

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