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SPACE ABOVE THIS LINE FOR RECORDER'S USE

b7
150

SUCCESS PLUS

87390512

MORTGAGE TO SECURE A REVOLVING CREDIT LOAN

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

THIS MORTGAGE DATED July 11, 1987 TO SECURE A REVOLVING CREDIT LOAN (herein "Mortgage") is made by
and among Philip K. Hooker and Monique J. Hooker, his wife

(herein "Borrower"), and First National Bank of Lincolnshire, a national banking association, whose address is One Marriott Drive, Lincolnshire, Illinois, 60015-0880 (herein "Lender").

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 Lender and Lender's successors and assigns, the following described property located in the City of Wilmette, County of Cook, State of Illinois, which has the address 6009 1/2 Greenwood Avenue, Wilmette, Illinois (herein "Property Address"); Permanent Index No. 05-27-308-013

1-AO

LEGAL DESCRIPTION:

THE EASTERLY 61.5 FEET OF LOT 7 IN BLOCK 14 IN GAGES' ADDITION
TO WILMETTE, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 42
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
REFERENCE BEING HAD TO THE PLAT OF SAID GAGES'S ADDITION,
RECORDED IN BOOK 24 OF PLATS, PAGE 26, IN COOK COUNTY, ILLINOIS.

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, air, 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 (or the leasehold estate if this Mortgage is on a leasehold), are hereinafter 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, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by a First National Bank of Lincolnshire Success Plus 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. \$ 160,000.00, or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments 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 or advanced by honoring overdraws under Paragraph 6(c) of the Agreement; 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 that this Mortgage permits and secures, at Mortgagor's discretion future advances in a total amount up to 1 1/2 times the principal sum of the Note as set forth above.

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. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

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 Lender may, prior to the expiration of the term of the Note, cancel future advances thereunder and/or require repayment of the outstanding balance under the Note. In this regard, the Note provisions set forth verbatim below relate to the variable interest rate and the Lender's option to require repayment prior to expiration of the term of the Note or to cancel future advances for reasons other than default by the Borrower.

The first four paragraphs of paragraph 3 of the Note, entitled "INTEREST (VARIABLE RATE)", provide as follows:

The annual interest rate applied to the outstanding principal balance on this Note is calculated daily and equal to the Base Rate plus 1.5 percentage point for the portion of your outstanding balance up to \$10,000.00; 1 percentage point for the portion of your outstanding balance from \$10,000.01 to \$25,000.00 and .5 percentage point for the portion of your outstanding balance of \$25,000.01 or more. Total advances under the line of credit, solely for purposes of determining the number of percentage points to be added to the Base Rate, will be determined on the 16th business day of each month. The Base Rate is the average of the "prime rates" or "base rates" quoted on the last business day of the prior month by Citibank, N.A. (New York), Continental Illinois National Bank and Trust Company of Chicago, First National Bank of Chicago, and Bank of America, N.T. & S.A. (San Francisco) or their successors. The term "prime rate" or "base rate" as used in connection with the aforementioned banks, means the lowest interest rate offered to the banks' preferred borrowers for short-term, unsecured commercial loans and so announced by those banks. If one or more of these banks ceases to quote a prime or base rate, the Base Rate will be the average of the prime rates quoted by the above named banks which continue to quote a prime or base rate. If none of the above named banks quotes a prime or base rate, then the prime or base rate of the largest (in terms of assets) bank headquartered in Illinois quoting a prime or base rate will be used.

There is no maximum limit of increases in the annual interest rate, and decreases in the annual interest rate are mandatory as the Base Rate declines. Conversely, if the Base Rate increases, so will the annual interest rate.

Any change in the interest rate will be implemented on the 16th business day after a change in the Base Rate. I understand that I will not be provided with any advance notice of changes in interest rates or the Base Rate, except for changes in the method of calculating the annual interest rate as provided by paragraph 12 of the First National Bank of Lincolnshire Success Plus Agreement and Disclosure Statement I have signed (the "Agreement").

Interest charges will be calculated by applying the daily periodic rate to the "average daily balance" of the account. I understand that Note Holder will pay, on a daily basis and on my behalf, for advances obtained by me under this Note as a result of charges and checks paid on each day in amounts not to exceed my credit line. Interest for any such payments by Note Holder on my behalf will be charged beginning on the date Note Holder makes the payment or, in the case of checks, on the date they are presented for payment or on the date any cash is advanced, and will continue until such payment has been repaid in full, except that:

(a) Interest will not be charged on the amount of new Credit Card purchases posted to my account during a billing cycle if the total amount owed Note Holder at the beginning of that billing cycle is paid in full within 25 days after that beginning date.

(b) Interest will not be charged on the outstanding balance of Credit Card purchases at the beginning of the billing cycle if that balance is paid in full within 25 days after that beginning date.

Paragraph 6 of the Note, entitled "CALL OPTION", provides in its entirety as follows:

"Without cause, Note Holder can either (a) cancel my right to any future advances under my line of credit, without requiring accelerated repayment of my outstanding principal balance (that is, "freeze" the line), or (b) cancel my right to any future advances and also require accelerated repayment of my outstanding principal balance plus accrued interest and other charges imposed on my credit line (that is, "terminate" the line).

Note Holder may freeze or terminate the line pursuant to this paragraph 6 by giving me written notice of its election to do so. To be effective, the notice must be given with three (3) business days before or after either the fifth anniversary of the date of this Note or any subsequent anniversary date up until the tenth anniversary. The notice must be sent registered or certified mail, addressed to me at the Property's address (or such other address as I have given Note Holder). The notice will be deemed to have been given on the date it is deposited in the mail regardless of when I actually receive it.

If Note Holder gives me such a notice pursuant to this paragraph 6, my right to any future advances under my line of credit will expire as of 12:01 a.m., Central time, on the eleventh (11th) calendar day after the notice is given. For example, if the notice is given on May 15, my right to future

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12 GOVERNING LAW; SEVERABILITY. The terms and conditions set forth in this Agreement shall be the law in which the property is located. The foregoing provisions relating to this Agreement shall be governed by the laws of the state in which the property is located. The parties hereto shall be bound by the laws of the state in which the property is located.

10. SUCCESSORS AND ASSIGNS BOUND: JOINT AND SEVERAL LIABILITY; COSTS/EXPENSES; CAPTIONS. The co-operators and assignees shall be liable to the co-operators for all costs and expenses of the co-operators in connection with the conduct of the business of the co-operators.

9. BORROWER NOT RELIESED: FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, cancellation by lender or payment other than acceleration of the terms of the Note, modification to pay amounts in cash or by cashier's check or by wire transfer to payee's bank account, or any other method of payment, or any right granted herein or under the Credit Documents shall not be deemed to in any manner affect the liability of the borrower to pay the principal amount of the note or any interest thereon, or any guarantee of the note or any other obligation of the borrower to the payee, provided that the payee may not exercise any rights granted herein or under the Credit Documents to collect on the note or any other obligation of the borrower to the payee if the payee fails to make payment to the payee within ten (10) days after the payee receives notice of such failure to pay.

9. BORROWER NOT RELEASED: FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender

8. **CONFIDENTIALITY.** The proceeds of any claim for damages, direct or consequential, arising out of or relating to the sale of such hardware products to any such individual, firm, corporation, partnership, association, or organization shall be made without regard to its source unless written approval is obtained from the party thereto for carrying on business with such individual, firm, corporation, partnership, association, or organization.

emergencies, Leader shall give Bomarco notice prior to any such action or cause an order to be issued in accordance with procedures specified in the Project Agreement.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Credit Documents, or if any action of proceeding is commenced which affects Lender's interest in the Property or if powers of Lender

3. **Borrower shall keep the Property in good condition, and repair, at his own expense, any damage or deterioration, that may result from his use of the Property.** Borrower shall pay all costs of removal of debris resulting from any damage or deterioration of the Property.

If the Property is sold by the Seller, or if the Seller dies or becomes incapable of managing his affairs, the Purchaser may require the Seller to sell the Property to him at the same price as the original Purchase Price.

In the first paragraph it is argued that the *Property* is not violated by the *Redistribution* of the *Surplus* from the *Rich* to the *Poor*. The *Redistribution* is justified by the fact that the *Surplus* is the result of the *Efficiency* of the *Market*.

This Morganage, the an and a/c collected by Borrower for Lender under any Hazarded instrumentality of all reasonable costs, expenses and attorney's fees necessarilie to defend by Lender and his wife against any suit or proceeding, or in any way act done pursuant to such notice.

 Borrows Open Access

If the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by payment of premium due to Lender.

of (A) the maximum insurable amount of the Property or (B) the amount of credit secured by this mortgage plus the outstanding amount of any obligation contained in the insurance policy.

4. HAZARD INSURANCE Homeowner's insurance includes coverage for the entire term of the Note or such other periods as lender may require and in an amount equal to the lesser of the hazard premium paid by the borrower or the amount required by the lender.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; LIENS. Borrower shall notify and timely perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement which secures or may secure any debt or obligation of Borrower, to make any payments due thereon when due, to defend such title against any claim or action, and to pay any costs or expenses which may be paid or incurred by Lender in connection therewith.

2 APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Seller under this Note and this Mortgage shall be applied by Seller first to other charges or arrears under the Agreement and then to the principal of this Note.

PRINCIPAL AND INTEREST—Borrower shall pay principal and interest to Notee which includes the principal amount plus interest at the rate of twelve percent (12%) per annum.

COVENANTS. Borrower and Lender covenant and agree as follows:

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10 QUESTIONS - LEVEL 1 - GRADE 4 - MATH - WORKSHEET

21. INCORPORATION OF EPIKIN. All of the items, conditions and provisions of the Agreement and the Addendum thereto shall remain in full force and effect notwithstanding the death or incapacity of any party.

Ludicrous neophytes will be able to get a grip on concepts of quantum mechanics, such as dual state, wave-particle duality, superposition, entanglement, and the like, without having to learn any mathematics at all.

and road and leader shall receive the additional charge for all costs of accommodation, if any.

Upon such accusations under oath, it is well to take advantage of the opportunity to make a full examination of the facts. If possible, get the names of all persons who have been present at the meetings, and obtain their addresses. Examine each person separately, and question him fully as to his knowledge of the meetings, and the persons who have been present. If possible, get the names of all persons who have been present at the meetings, and obtain their addresses. Examine each person separately, and question him fully as to his knowledge of the meetings, and the persons who have been present.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVERS; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby agrees to assign to Lender the rents of all Properties, Borrower shall take the steps required to record such assignment in the office and records of each of the appropriate governmental agencies of each state in which such rents are being received and paid by Lender.

As additional specific procedures, administrative action may be taken by the Executive of Detain or the Executive of Detain II of this category. In addition, administrative action may be taken by the Executive of Detain or the Executive of Detain II of this category.

17. **THE PRACTICALITIES OF INCLUDING THE CHILD IN THE LEARNING PROCESS.** Open the discussion as follows: *What are the practicalities of including the child in the learning process?*

to sell companies, selling or raising all or any part of the proceeds of the proposed or intended sale of any part of the business or assets of the Company, shall have the right to require the Company to repurchase such assets or business or to require the Company to make a cash payment to the Seller in an amount equal to the fair market value of such assets or business as determined by an independent appraiser selected by the Seller.

115. FEATURES OF DEFAULUT

1. **THE PRESENTED DOCUMENTS** ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS DOCUMENT.

13. BORROWERS COPY. Borrower shall be furnished a copy of this Note and of this Mortgage at the time of execution or all records in heretofore.

24. TAXES. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Lender, then and in such event Borrower shall pay the full amount of such taxes.

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium" laws, now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Lender under this Mortgage, the Agreement, or the Note there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Borrower for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or the Property or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Borrower, with interest thereon at the default interest rate.

27. CAPTIONS; SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28. TRUSTEE EXCULPATION. If this Mortgage is executed by a Trust. N/A

Trustee executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

IF BORROWER IS AN INDIVIDUAL(S):

Philip K. Hooker
Individual Borrower Philip K. Hooker

Individual Borrower

Monique J. Hooker
Individual Borrower Monique J. Hooker
Individual Borrower

STATE OF ILLINOIS }
COUNTY OF Lake } SS.:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Philip K. Hooker and Monique J. Hooker, his wife, personally known to me to be the same person whose name(s) 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 11th day of July 1987

Janis A. Anderson
Notary Public

Commission expires: 03-24-91

"OFFICIAL SEAL"
Janis A. Anderson
Notary Public, State of Illinois
My Commission Expires 3/24/91

IF BORROWER IS A TRUST: N/A

not personally but solely as trustee as aforesaid
By: _____ Its: _____

(Title)
DEPT-01 RECORDING \$15.00
TAX111 TRAN 9535 07/15/87 12:30:00
#053 #A *-87-390512
COOK COUNTY RECORDER

ATTEST:

Its
(Title)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.:

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 Trustee, for the uses and purposes therein set forth; and the said Secretary did affix the said corporate seal of said corporation to said 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 _____ 198____

Notary Public

Commission expires:

THIS INSTRUMENT PREPARED BY:

Janis A. Anderson
First National Bank of Lincolnshire
P.O. Box 777
Lincolnshire, Illinois 60015-0777
(312) 634-4200



87390512