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REVOLVING CREDIT MORTGAGE

VARIABLE RATE - WSJ PRIME

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and Linda H. Conaty, his wife	("Mortga	gor") and The Winnetk	a Bank, Winnetka, Min	ois ("Mortgagee").
	WITHESSET	4 :		
Mortgagor has executed a Revolving Credit Note	e dated the same date as this Morto	gage payable to the orde	r of Mortgagee (the "Not	e"), in the principal
Imount of \$30,000.00	(the "Credit Line") Pay	rments of accrued inter	est on the Note shall be	e due and payable
nonthly beginning September 15	, 19 88 , and continuing on t	the same day of each mo	nth thereafter, and the en	tire unpaid balance
if principal and interest shall be due and payable on				
rincipal balance of the Note at the per annum rate				
elow) Interest after Detruit (defined below), or ma				
qual to three (3.0) percent per anno ny the Bank within 15 days fir in the date such payme fortgagor has the right to prepay all or any part of	um in excess of the Variable Rate	index in the event any discillent a late payment	required monthly paym fee of 3% of the required	ent is not received I monthly payment
To secure payment of the infahledness eviden fithe Note, Mongagor does by fies) presents CON	IVEY, WARRANT and MORTGAGE	E unto Mortgagee, all of	Mortgagor's estate, righ	it, tille and interes
n the real estate situated, lying an i being in the or state of lifinois, legally described as illims:	ounty ofCook			, and
Lot 19 in Blietz Conneticut Vi South East 1/4 of Section 20, Meridian, according to the Pla Cook County, Illinois.	Township 42 North, R it thereof recorded M	ange 13 East o lay 29, 1939 fair . 14333 . #673	f the Third Pri Glocument # 123 3 TRAN 2500 09/ 1 + C - ★88	lncipal 319126 in ^{\$1} (01/88 15:44: -40082
Commonly Known As: 1201 Richmo	ond Averue, Wilmette,	Illinofs 600	KIK COUNTY RECORD	PER
PIN #05-28-407-025	4		MAIL TO:	иK
THIS IS A SECOND MORTGAGE	88400828 Times	o. S WIN	791 ELM ST. NETKA, ILL. 80	999
nich is referred to herein as the "Premises", togeth	her with all improvements vulions, s, and all types and king fixturingeration or ventilation (whether sin	now on or in the Premis	es or hereafter erected, i	installed or placed
at, gas, air conditioning, water, light, power, reirig irm doors and windows, floor coverings, awnings, s or in the Premises. The foregoing items are and sh	hall be deemed a part of the Premi	ses and i portion of the		
at. gas, air conditioning, water, light, power, reing irm doors and windows, floor coverings, awnings, s or in the Premises. The foregoing items are and shall lex Number of the Premises is	hall be deemed a part of the Premi 025 The common addres	ses and i portion of the softhe Premises is		
sements located in, on, over or under the Premises at, gas, air conditioning, water, light, power, refirst prim doors and windows, floor coverings, awnings, so or in the Premises. The foregoing items are and stokes. Number of the Premises is 05-28-407-Wilmette, II 60091	hall be deemed a part of the Premi 025 The common addres	ses and i portion of the softhe Premises is		

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 prouts in the Premises, including

without limitation, all rents, issues, profits revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all operations 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, o collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgagee agrees, as a personal covenant applicable to Mortgager. only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgagor may collect, receive and enjoy such avails.

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

Further, Mortgagor covenants and agrees as follows:

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- Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such field or charge to Mortgagee: (d) complete within a reasonable time any building or buildings now or at any time on process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances 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 Montgagee; (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, assessments or charges against the Premises. Morgagor 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
- Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments
 at 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 secured 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 Mongagee; and such awards or any part thereof may be applied by Mongagee, 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.
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, the Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or

r shaft be construed to be a waiver of any such omitting to exercise, any remedy occuping activing on Detaint shall impair any uningentity in right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature, every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by tire, lightning, windstorm, vandatism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgager shall liability Insurance with respect to the Premises In an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each Insurance policy shall be issued by companies satisfactory to Mortgagee. Each Insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgage in case of insurance about to expire, Mortgager shall deliver to Mortgagee renewal 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 feast 30 days' prior written notice to Mortgagee. 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor 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 or any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys, and parallegals, fees, and any other funds edvaged to or claim thereor, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes berein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any 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, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagor. 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds withour 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 9. Upon Default, at the sole option of the Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Morigage encluding attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of the disposition of the Premises. The term "Default" when used in this Mortgage, means any one or more of the events, conditions or acts defined as a "Default" in the Note, including but not limited to the failure of Mortgagor is cry the Note or Liabilities in accordance with their terms or failure of Mortgagor is cry the Note or Liabilities in accordance with any representation, warranty, this, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities. Default ander the Note shall be Default under this Mortgage. 10. 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 post passion, 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, or igations 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, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whither direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralecals' fees relating to the Mortagee's rights, remedies and security interest hereunder, including

advising the Mortgagee or drafting any documents for the Mortgage eat any time. Notwithstanding the foregoing or any provisions of the Note, the flabilities 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 insuance on the property subject to this Mongage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' eas, costs and expenses relating to the enforcement of the Note and this Mortgage, plus interest as provided herein

12 "Variable Rate Index" means the rate of interest, or the high stiral all floor 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" 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 "b" indersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or fut ire "infocipal advances thereunder. In the event The Well Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the "ariable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H 15 for the last business day of the month as the "dar life Loan" interest rate.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise. Mortgage shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien 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 violage for attorneys, and paralegals, fees, appraisers tees, outlays for documentary and expert evidence, stenographers, charges, publication cost, and costs of procuring all abstracts of title, title searches tees, outlays for documentary and expert evidence, stenographers' charges, publication cost; and costs of procuring all abstracts of little, little searches and examinations, title insurance policies. Torrens certificates, tax and lien searches, and simila, dita and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to biodizes at any foreclosure sale. All of the 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 into adiately 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 aprily to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitating, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage (r. hilly indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to following. The which secures the Note after perparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any ins rume it which secures the Note after accrual to the remainder of the commencement of any suit to collect upon or enforce the provisions of the Note or any ins rume it which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or procedure which might affect the Premises or the security hereof, whether or not actually commenced

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, including all the items that are mentioned in the immediately preceding paragraph; (eccind, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note with Interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear

Upon, or at any time after fiting of a complaint to foreclose this 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 or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or wether the Premises shall be then occupied as a homestead or note. 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 statutory 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 protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien 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.

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.

- Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- Montgagee agrees to release the lien of this Montgage 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

19. This Mortgage and all provisions hereol, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness 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

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 it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate 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 Form 86-554 Bentforms, inc

UNOFFICIAL COPY

	A commission expires:
Notary Public	, o ₁
61 , 10 YEb	Given under my hand and notatial seal, this
Trustee, for the uses and purposes therin set forth.	cf. and as the free and voluntary act of said corporation as
over seal of said corporation to said instrument as	I the corporate seal of said corporation affixed the said corpo
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he, for the uses and purposes therein set forth; and the said	s the free and voluntary act of said corporation, as Truste
ast they signed and delivered the said instrument as their own free and voluntary acts, and	ppeared before me this day in person and acknowledged the
and (espectively	
na whose names are subscribed to the foregoing instrument &5.7 uch	orporation, personally known to me to be the same perso
oles to	
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Cedrify Ihal	in and for said County, in the State aforesaid, do hereby o
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ir, ne't and delivered the said instrument as thetx tree and voluntary act, to	
same(s) STE subscribed to the foregoing instrument, appeared before	
ohn L. Conaty and Linda H. Conaty, his wife	n and for said county and state, do hereby certify that
Publik	Barbara A. McMiller
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21. This Mongaige has been made, executed and delivered to Mongagee in Winnetka, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mongage shall be interpreted in such manner as to be effective and valid under applicable law, such provisions shall be ineffective to the extent law, if any provisions of this Mongage are prohibited by or determined to be invalid under applicable law, such provisions of this Mongage.