

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88472687

time securing payment hereof, no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer hereof, and no personal liability shall be asserted or be enforceable against the trustee, if any, be it properly 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.

The interest rate on this loan will never exceed 16.00%

WITNESS the hand and seal of Mortgagor the day and year set forth above.

James S. Wylie
James S. Wylie
Rosemary H. Wylie
Rosemary H. Wylie

As Trustee Under A Trust Agreement Dated _____, 19__

and known as Trust No. _____

AND NOT PERSONALLY

By: _____

Its: _____

By: _____

Its: _____

THIS DOCUMENT PREPARED BY
ROBERT A. CLAUSEN
ASSISTANT VICE PRESIDENT AND LOAN OFFICER
THE WINNETKA BANK
701 ELM STREET
WINNETKA, ILLINOIS 60093

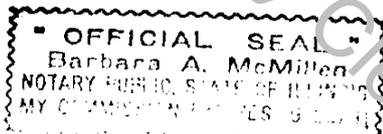
STATE OF ILLINOIS
COUNTY OF Cook } SS

I, Barbara A. McMillan, a Notary Public
in and for said county and state, do hereby certify that James S. Wylie and Rosemary H. Wylie, his wife
personally known to me to be the same person(s) whose names 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 8th day of October, 19 88

Barbara A. McMillan
Notary Public

My commission Expires:



STATE OF ILLINOIS
COUNTY OF _____ } SS

DEPT-01 \$13.25
T# 111 TRAN 9501 10/13/88 14:32:00
#291A #A *-88-472687
COOK COUNTY RECORDER

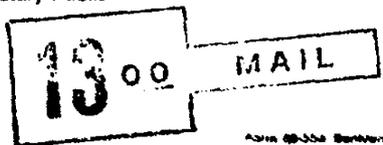
I, _____, a Notary Public
in and for said County, in the State aforesaid, do hereby certify that _____
of _____ and
of said
corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
and _____, respectively,
appeared before me this day in 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.

88472687

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

Notary Public

My commission expires: _____



20. In the event the Mortgagee is a trust or trust instrument, the Mortgagee shall be deemed to be a natural person for all purposes of this agreement...

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee...

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 a pro rata basis to 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...

12. "Variable Rate Index" means the rate of interest, or the interest rate if more than one, published in The Wall Street Journal in the "Money Rate" column on the last business day of each month...

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 provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee or an encumbrance of any kind, conveyance, transfer of occupancy or of a 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 completion of the sole option of the Mortgagee, the Note and/or any other Liabilities 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 incident to the enforcement of Mortgagee's rights in the Premises...

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 without inquiry into the accuracy or validity of such bill, statement or estimate...

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 any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee...

6. Mortgagee shall keep the Premises and all buildings and improvements now 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...

88472687