

UNOFFICIAL COPY

DATE

FILE NO 32013573

88495633

Ed Swanson

(NAME)

1425 Lake Cook Rd, Deerfield, IL 60015
(ADDRESS)

MORTGAGE

THIS MORTGAGE is made this 25th day of October 1988 between the Mortgages, Lester B. Knight III and Rebecca W. Knight, his wife, in Joint Tenancy

(herein "Borrower"), and the Mortgagee, Traveler Employees Credit Union, a corporation organized and existing under the laws of The State of Illinois whose address is 1425 Lake Cook Road, Deerfield, Illinois 60015 (herein "Lender").

WHEREAS, BORROWER has entered into a limited open-end variable rate Agreement with the Lender dated October 25, 1988 (hereinafter AGREEMENT) under which Borrower may from time to time, one or more times, obtain loan advances not to exceed at any one time an aggregate principal sum of Two hundred thousand & 00/100 DOLLARS (\$200,000.00) from Lender on a secured line of credit basis; that said Borrower is indebted to the Lender in the principal sum of Two hundred thousand DOLLARS (\$200,000.00) which indebtedness is evidenced by said AGREEMENT providing for monthly payments and for an adjustable rate of interest and is due and payable on November 15, 1993 with an option by the Lender to extend said Agreement and this Mortgage.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Agreement, with interest thereon, 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 herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 24 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook State of Illinois:

Lot 1 in Block 13 in Gage's Addition to Wilmette in Section 27, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-01 914 25
T#1111 TRAN 1179 10/27/88 11:21:00
#7004 # 88-495633
COOK COUNTY RECORDER

Permanent Index Number 05-27-304-009

which has the address of 1005 Chestnut

(street)

Illinois 60091

(state and zip code)

Wilmette

(city)

herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all other things in any way attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property, together with the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereby referred to as the "Property".

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and that he/she/it will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage, that may be recorded in the Public Records Office of Cook County, Illinois, and that Borrower will defend the title to the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment and Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Agreement, and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Payment of Taxes, Insurance and Other Charges.** Borrower shall pay all taxes, hazard, fire, water, flood, windstorm, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and all other charges, taxes, and rents, if any, by Borrower making payment when due, directly to the payee thereof. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall not be required to discharge any such lien or other claim against the Property or any part thereof, or to defend against enforcement of such lien or other claim in legal proceedings which in the opinion of Lender operate to prevent the enjoyment of the Property or any part thereof, or to secure from the holder of such lien an agreement in a form satisfactory to Lender, when making such payment to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions herein provided for the discharge of such lien.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Agreement, then to the principal of the indebtedness.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire and other hazards included within the term "extended coverage", and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sum secured by this Mortgage.

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III. **Terms of Agreement.** The open-end variable rate agreement which this mortgage secures contains provision allowing for changes in the interest rate every month. The Borrower and Lender further covenant and agree as follows:

(A) **INITIAL RATE**

The Annual Percentage Rate of interest under this AGREEMENT shall be 10.50 % and a daily periodic rate of .0288 %.

(B) **CHANGE DATES**

Commencing on the date of this AGREEMENT, the interest rate may be adjusted by T.E.C.U. on the first day of each month. These dates shall be known as "Change Dates".

(C) **INDEX**

Changes in the interest rate shall be based upon changes in the "Index". The Index shall be the highest domestic Prime Rate as reported in the Money Rate Section of the Midwest Edition to The Wall Street Journal on the last business day of the month immediately preceding the beginning of each billing period. If the Wall Street Journal stops reporting the prime Rate, or if the Prime Rate is not available on the said last business day, then T.E.C.U. will choose a comparable index as a substitute for the prime Rate and will notify the Borrower of such change.

This AGREEMENT has an "Initial Index" figure of 10.00 %.

(D) **CALCULATION OF CHANGES**

Prior to each Change Date, T.E.C.U. shall determine any change in the interest rate, and shall calculate the new interest rate by adding one-half (1/2) of one percent (1%) to the Current Index. T.E.C.U. will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date. If the new interest rate increases or decreases, my monthly payment may also increase or decrease.

(E) **EFFECTIVE DATE CHANGES**

My new interest rate will become effective on each Change Date and I will pay the amount of my new monthly payment beginning on the Change Date until the amount of my monthly payment changes again.

(F) **DISCLOSURES**

T.E.C.U. will send statements at least quarterly reflecting changes in the interest rate and payments during the quarterly period. The disclosure shall reflect the change of the interest rate, if any, and the amount of the new payment, and other transactions in the account during the period. Such statement shall be presumed correct unless Borrower notifies T.E.C.U. in writing of any error within sixty (60) days after the closing date of the billing period.

24. FUTURE ADVANCES. UPON REQUEST OF BORROWER, LENDER AT LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAGE, MAY MAKE FUTURE ADVANCES TO BORROWER SUCH FUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS MORTGAGE WHEN EVIDENCED BY AGREEMENTS STATING THAT SAID AGREEMENT IS SECURED HEREBY.

25. PRIORITY. THIS MORTGAGE IS GIVEN TO SECURE AN OPEN-END VARIABLE RATE AGREEMENT (A REVOLVING LOAN) AND SHALL SECURE NOT ONLY THE EXISTING INDEBTEDNESS UNDER SAID AGREEMENT BUT ALSO SUCH FUTURE ADVANCES. WHETHER SUCH ADVANCES ARE OBLIGATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENTY (20) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THEIR MORTGAGE, ALTHOUGH THERE MAY BE NO ADVANCE MADE AT THE TIME OF THE EXECUTION OF SUCH MORTGAGE, AND ALTHOUGH THERE MAY BE NO INDEBTEDNESS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE.

26. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Lester B. Knight III
Rebecca W. Knight

State of Illinois, Cook County SS:

I, Edward W. Swanson, a Notary Public in and for said county and State, do hereby certify that Lester B. Knight III and Rebecca W. Knight, his wife, in Joint Tenancy

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 therein set forth.

Given under my hand and official seal, this 25th day of October, 19 88

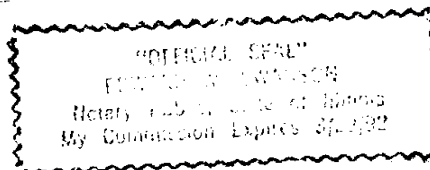
My commission expires:

Edward W. Swanson
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

MAIL TO:

Travenol Employees Credit Union
1425 Lake Cook Road
Deerfield, IL 60015



13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided here, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define and provisions hereof.

11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

9. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor, in whole or in part, shall not operate to release, in any matter, the liability of the original Borrower, and Borrower's successors, to interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

at Lender's option, either to restoration or repair of the Property or the sums secured by this Mortgage.

8. **Condemnation.** The proceeds of any award or claim for damages, loss or condemnation, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total taking of the Property. The proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

7. **Inspection.** Lender may make or cause to be made, without charge, any and all inspections upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such arrangements, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, distribution of the proceeds of any award or claim for damages, loss or condemnation, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender in the event of a total taking of the Property. The proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit the provision of any lease if this Mortgage is on a leasehold. If this Mortgage is on a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, and shall amend and supplement the covenants and agreements of such unit shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the unit were a part hereof.

4. **Insurance.** Borrower shall pay the premium for the insurance required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

3. **Insurance Proceeds.** If the security of this Mortgage should be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option or to restore or repair of the Property or the sums secured by this Mortgage.

2. **Insurance.** Borrower shall pay the premium for the insurance required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

1. **Insurance.** Borrower shall pay the premium for the insurance required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In 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 Borrower.

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Ed Swanson

THIS INSTRUMENT WAS PREPARED BY

(NAME)
1425 Lake Cook Rd, Deerfield, IL 60015
(ADDRESS)

MORTGAGE

(ADDRESS)

25th day of October 1988

THIS MORTGAGE is made this

Lester B. Knight III and Rebecca W. Knight, his wife, in joint Tenancy

whose address is 1425 Lake Cook Road, Deerfield, Illinois 60015 (herein "Lender").

WHEREAS, BORROWER has entered into a limited open-end variable rate Agreement with the Lender dated October 25, 1988

(hereinafter "AGREEMENT") under which Borrower may from time to time, one or more times, obtain loan advances not to exceed at any one time an aggregate principal sum of Two hundred thousand & 00/100 DOLLARS (\$200,000.00) The Borrowed Amount shall be repaid to Lender by Borrower in accordance with the following terms and conditions:

from Lender on a secured line of credit basis, that said Borrower is indebted to the Lender in the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), which indebtedness is evidenced by said AGREEMENT provided for monthly payments and for an adjust-

NOTE: The interest rate on this loan is 10.99% per year, compounded monthly. The interest rate is subject to change without notice. The interest rate on this loan is 10.99% per year, compounded monthly. The interest rate is subject to change without notice.

TO SECURE and to ensure (a) the payment of the indebtedness evidenced by the Agreement between the undersigned parties, and (b) the performance of the obligations of the undersigned parties, the undersigned parties have agreed to execute and deliver to the lender the following:

of power herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 3 hereof.

County of _____, State of Illinois.

13. East of the Third Principal Meridian, in Cook County, Illinois.

05-27-204-009

1005 Chestnut
Wilmette

state and zip code

of and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which, including replacemen 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 for the leasehold estate if this Mortgage is on a leasehold (as hereinafter referred to as the "Property").

BORROWER covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment and Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Payment, and late charges as provided in the Agreement, and the principal of and interest on any Future Advances secured by this Mortgage

2 Payment of Taxes, Insurance and Other Charges. Borrower shall pay all taxes, hazard insurance premium, assessments, and other charges, fines and impositions attributable to the Property which may attach a priority over this Security Instrument, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument, provided, that Borrower shall not be required to discharge any such lien so long as Borrower (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, (b) shall in good faith contest such lien by, or defend, against enforcement of such lien in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender, securing such lien to the Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of giving of notice.

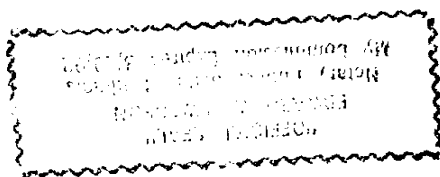
3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Agreement, then to the unpaid balance of the Agreement.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by "fire, theft, windstorm, hail, lightning, explosion, riot, civil commotion, sabotage, aircraft or motor vehicle, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sum secured by this Mortgage.

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Traveler Employees Credit Union
1425 Lake Cook Road
Deerfield, IL 60015

MAIL TO:

(Space Below This Line Reserved For Lender and Recorder)

My commission expires:

Given under my hand and official seal, this 25th day of October 19 88

us and purposes therein set forth.

me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the

personally known to me to be the same person 5 whose name 5 are subscribed to the foregoing instrument, appeared before

Lester B. Knight III and Rebecca W. Knight, his wife, in joint tenancy
Edward W. Swanson
a Notary Public in and for said county and State, do hereby certify that

State of Illinois, Cook County SS:

Lester B. Knight III
Rebecca W. Knight

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

26. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

25. PRIORITY. THIS MORTGAGE IS GIVEN TO SECURE AN OPEN-END VARIABLE RATE AGREEMENT (A REVOLVING LOAN) AND SHALL SECURE NOT ONLY THE EXISTING INDEBTEDNESS UNDER SAID AGREEMENT BUT ALSO SUCH FUTURE ADVANCES, WHETHER SUCH ADVANCES ARE OBLIGATORY OR TO BE MADE AT THE OPTION OF THE LENDER, OR OTHERWISE, AS ARE MADE WITHIN TWENTY (20) YEARS FROM THE DATE OF SAID AGREEMENT TO THE SAME EXTENT AS IF SUCH FUTURE ADVANCES WERE MADE ON THE DATE OF THE EXECUTION OF THEIR MORTGAGE, ALTHOUGH THERE MAY BE NO ADVANCE MADE AT THE TIME OF THE EXECUTION OF SUCH MORTGAGE, AND ALTHOUGH THERE MAY BE NO INDEBTEDNESS OUTSTANDING AT THE TIME ANY ADVANCE IS MADE.

24. FUTURE ADVANCES. UPON REQUEST OF BORROWER, LENDER AT LENDER'S OPTION PRIOR TO RELEASE OF THIS MORTGAGE, MAY MAKE FUTURE ADVANCES TO BORROWER WITH SUCH FUTURE ADVANCES, WITH INTEREST THEREON, SHALL BE SECURED BY THIS MORTGAGE WHEN EVIDENCED BY AGREEMENT STATING THAT SAID AGREEMENT IS SECURED HEREBY.

23. DISCLOSURES. T.E.C.U. will send statements at least quarterly reflecting changes in the interest rate and payments during the quarterly period. The disclosure shall reflect the change of the interest rate, any and the amount of the new payment, and other transactions in the account during the period. Such statement shall be presumed correct unless Borrower notifies T.E.C.U. in writing of any error within sixty (60) days after the closing date of the billing period.

(E) EFFECTIVE DATE CHANGES. My new interest rate will become effective on each Change Date and I will pay the amount of my new monthly payment beginning on the Change Date until the amount of my monthly payment changes again.

(D) CALCULATION OF CHANGES. Prior to each Change Date, T.E.C.U. shall determine any change in the interest rate, and shall calculate the new interest rate by adding one-half (1/2) of one percent (1 1/2%) to the Current Index, T.E.C.U. will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date. If the new interest rate increases or decreases, my monthly payment may also increase or decrease.

This AGREEMENT has an "Initial Index" figure of 10.00%.

(C) INDEX. Changes in the interest rate shall be based upon changes in the "Index". The index shall be the highest domestic Prime Rate as reported in the Money Rate Section of the Midwest Edition to The Wall Street Journal on the last business day of the month immediately preceding the beginning of each billing period. If the Wall Street Journal stops reporting the prime Rate, or if the Prime Rate is not available on the said last business day, then T.E.C.U. will choose a comparable index as a substitute for the prime Rate and will notify the Borrower of such change.

Commencing on the date of this AGREEMENT, the interest rate may be adjusted by T.E.C.U. on the first day of each month. These dates shall be known as "Change Dates".

(B) CHANGE DATES

(A) INITIAL RATE. The Annual Percentage Rate of interest under this AGREEMENT shall be 10.50% and a daily periodic rate of 0.0288%.

23. Terms of Agreement. The open-end variable rate agreement which this mortgage secures is subject to the following terms and conditions: