

REVOLVING CREDIT MORTGAGE HOME EQUITY LOAN PROGRAM—INDIVIDUAL FORM

88119606

THE MORIGAGE'S dated as of the March To., 18 of and is between Leroy H. Kaplan and The Tree T. Ray Inc., 118 wills., Incrematter adminds and collectively referred to as "Mortgager" and BANK OF LINCOLNWOOD, an illinois banking association, 4433 W. Touhy Avenue,

Unicomwood thinais (Mortgagge)

WITNESSETH:

Michage that account a Pereiving Credit Note (the "Note") dated the same date as this Mortgage mayable to the order of Mortgage in the principal amount of \$1.25 \times 1000 \

To secure payment of the indebtodness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgago, does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagoe, all of Mortgagor's estate, right, title and interest in the read estate situated lying and being in the County of COOTS and State of filinois legally described as follows:

Lot 3 and South P of Lot B in I. Witthold's 3rd Addition to Kenilworth Highlan's in the Popleast 3, of Section 27, Township 45 North, Hange 13, East of the Third Principal Moridian, according to the Plan thereof recorded May 10, 1927 as househot Karbor 3646638, in Cook Sounty, Illinois.

GROSAU ALU

(Commonly keeps as 1831 N. Tripp, Lincolnwood; Tax No. 10-27-419-048.)

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which is referred to herein as the "Premises", logic per with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easiements located in, on, over or useer the Premises, and all types and kinds of fixtures, including without smittations, all of the foregoing used to supply head gas, in contidening, water, light, power, retriger nich or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows their coverings, awnings, storm doors and whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically affacted to the Premises. The foregoing items are and shall be deemed a part of the Premises and of the security for the Eabilities.

The Note evidences all revolving credit as defined in filling is Flev sed Statutes Chapter 17, Paragraph 6405. The fiel of this Mortgage secures payment of any existing indebtedness and future advances ("Advances", made pursuant to the Note, to the same extent as it such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any Advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness cutstanding at the time any Advance is made.

Further. Mortgagor does hereby piedge and assign to Mortgagee, all leases, written or Verbal, rents, issues and profits of the Prerises, including without imitation, all rents, issues, profits revenues, royalties, bonuses, right's and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and an precent and future leases of the Premise. Together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal coverant applicable to Mortgagor only and not as a limitation or condition hereof and rich available to arryone other. If an Mortgagor, that until a Default shall occur or an event shall occur which under the forms hereof give to Mortgage the right to fereclose this Mortgagor. Mortgagor may collect, receive and enjoy such evails.

Further, Mortgagor does hereby expressly waive and release all rights and bene its under and by virtue of the Homesiead Exemption Laws of the State of Blinois.

Further Mortgagor covenants and agrees as follows

- 1. Mortigagor stratural prompts report restore at reticidal any buildings of improvements no vior his feather on the Premises which may become damaged on be distroyed. (b) keep the Premises acqued condition and repair, without waste, and except for this Mortgage, free from any encumbrances, security interests, seems inductances less of craims for lear, (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhabit satisfactory evidence of the discharge of such lien or charge to Mortgagee, (d) complete within a reasonable time any building or building or thank or ut any time in 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 the Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- 2. Mortgager shall pay, when due and before any penalty attaches, all general taxes, special faxes, special accessments, water taxes or charges, drawage taxes or charges, sewer servein taxes or charges, and other taxes, assessments or charges against the fireinities. Mortgager shall, upon written request furnish to Mortgagee approach paid receipts for such taxes, assessments and charges. To prevent Delauth an aunder Mortgagor shall pay in the manner proyected by statute, any tax, assessment or charge which Mortgagor may desire to confess prior to such tax, assessment or charge thecoming delinquent.
- Source the request of Mortgages: Mortgager shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgager to Mortgagee, which assignments shall be in form and substance saustactory to Mortgagee. Mortgager shall be in form and substance saustactory to Mortgagee. Mortgager shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee. Mortgage shall be in form and substance saustactory to Mortgagee.
- 4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent dumain, or the taking of the Premises for public use are ficreby transferred, assigned and shall be paid to Mortgagee, and such awards or any part thereof may be applied by Mortgagee, after the payment of all the Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee's hereby authorized, on beflatf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 6. It is remedy or name of Mortgages hereunder shall be exclusive. Each right or remedy of Mortgages with respect to the Liabilities, this 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 Mortgages in exercising, or smitting to evercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default of account or additional affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised consuments or independently which and as often as may be deemed expedent by Mortgages.
- 6. Muritagen shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by the lightning, whosterm, varidatism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagor shall keep at their days and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located to a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the costs of replacing or repairing the buildings and improvements on the Premises and in no event less thin: the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in a amound 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 substructory to Mortgagee. Mortgagee shall deliver as insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance policies not less than ten days prior to the respective dates of expiration. Each insurance policies not less than ten days prior to the respective dates of expiration. Each insurance policies not less than ten days prior to the respective dates of expiration.
- con total to Mortgager nereunder. Mortgagee may, but need not, make any payment or perform any act required of Mortgager hereunder to any term and matries depined expedient by Mortgagee, and Mortgagee may, but need not, make full or partial nayments of principal or interest on any encumprances. Lens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax bein or other any critical or common redeem from any tax sale or torfetture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein purposes herein purposes herein purposes herein purposes the premises or time lier thereof, 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 hereon at a per annum to be of valent on the foot in attriby rath set forth in the hote. In other hote on the considered as a waiver of any right accruing to leave on account of any Ditayline enter in the uprinch to ligage.

8. If Mortgages makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances.

- Mortgagoe may do so according to any biff, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lier, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other cabilities shall become immediately due and payable and Mortgagur shall pay all exponses of Murtgages including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgages's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note. Default under the Note or any other Loan Cocuments shall constitute a 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 occupany or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial inferest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- 11. "Liabilities" means any and all liabilities, obligations and indebtedness of Morrgagor or any other maker or Guarantor of the Note to Morrgagoe for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now or hereafter arising or owing, due or payable, howspower created, arising or evidenced, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, together with attorneys, and paralegals' fees relating to protecting and enforcing the Mortgagee's rights, remedies and necunity interests hereunder or under the Note or under any of the Liabilities, including advising the Mortgages or drafting any documents for the Mortgages at any time
- 12. "Prime Rate" means the highest rate of interest published in The Wall Street Journal in the "Money Rates" column each business day as the 12. In me hate "means the highest rate of interest published in the twelf surmar in the "Money Hates" column each business day. The Prime Rate had be adjusted without notice by the Bank to the undersigned. Any change in the Prime Rate will be applicable to all the outstanding indebtedness under the Note whether from any past or future Advances. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Prime Rate shall be the interest rate published in the Federal Reserve Statistical Release Hit5 as the "Bank Prime Loan" interest rate for each business day.
- 13. "Maturity" means the earlier of (a) five years from the date of the Note; (b) the day of a Default and acceleration of the Note; or (c) the day upon which the Account Balance is less than \$1.00. By agreement of the Mortgager and Mortgagee, the Maturity of the Note and this Mortgage may be entended.
- 14. When the indebies: as secured hereby shall become due whether by acceleration or otherwise, Mongages shall have the right to Icreclose the lien of this Mongage. In any built to foreclose the lien of this Mongage, there shall be allowed and included as additional indibtedness in the judgment of foreclosure all expenditures runk expenses which may be paid or incurred by or on behalf of Mongagee for attorneys, and parallegals' fees, appraisers' fees, outlays for documentary evir ence; stenographiers' charges, special process server fees, publication costs and costs of procuring all abstracts of title, title searches and examination is, title insurance policies. Torrens cerblicates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to presecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may to a pended after entry of the foreclosure judgment may be estimated by Mortgagee. All expenditures and expenditures. mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a late equivalent to the post-maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation. probate and bankruptcy proceedings, to which Mortgaged shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any 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 foreclose whether or not actually commenced or preparation or its commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not acqually commenced, or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether c no actually commenced:
- 15. The proceeds of any foreclosure sale shall be dis ributed and applied in the following order of pnority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all the 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's heirs, legal representatives, successes at assigns, as their rights may appear.
- 16. Upon, or at any time after the filing of a complaint to foreclost 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 sure, 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 whether the Premises shall be then occupied as a homestead or not. Mortgages may be appointed as the receiver. Such rec. for chall 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 in a vior independency or are usual for the protection, possession, control, management and operation of the Promises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the netinodine in the receiver's hands in payment in whole or in part of the indeptedness sectived at selection of the judgment to receive to apply the netinodine in the receiver's hands in payment in whole or in part of the indeptedness sectived by any judgment for eccument or any tax, special assessment or other lien or encumbrance which may be or become slipe for 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.
- 17. 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.
 - 18. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose
- 19. Upon payment and discharge of all amounts secured by this Atongage and termination of the Une of Credit, Mortgagee shall release the lien of this Mortgage, and shall pay all expenses, including recording fees and otherwise, to release this wid rigage of record
- 20. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties hable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated The singular shall include the plural, the plural shall mean the singular and the use of any gender shall he applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee
- 21. This Mortgage has been made, executed and delivered to Mortgagee in Lincolnwood, 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 ω , a affetive and valid uniter applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such consistent shall be ineffective. the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provide is of this Mortgage WITNESS the hand and seal of Mortgager the day and year set forth above.

Address(es) of Mortgagor(s)

50546

7331 N. Tripp

Signature(s): of Mortgagor(s):

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My Commission Expline 3/12/90

Leroy H. Kaplan J. Coole	
x) Table 1. Kaplan Tipe Coche	
STATE OF ILLINOIS SS:	
and for the County and State aforesaid, do hereby certify that Leroy P. Kaplan and Fliane I. Kaplan, his wipersonally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appearing this day in person and acknowledged to me that subscribed the foregoing instrument as own free an act, for the uses and purposes herein set forth.	d before
Given under my hand and Notanal Seal this 14 th day of March	19 ^{67,7}

UNOFFICIAL COPY

Property of Coot County Clert's Office THERES THAN TEST 03/25/88 11:45:50 #5692 4 IS #-38-119606 COOK COUNTY RECORDER

88119606

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Diocotto Contraction of the Cont