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REVOLVING CREDIT MORTGAGE

VARIABLE RATE - WSJ PRIME

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The Winnetka Bank			

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KKKXX dward J. Morris, her husband	
	("Mortgagor") and The Winnetka Bank, Winnetka, Illinois ("Mortgage
	WITNESSETH:
	ed the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the princ
mount of \$ 53,500.00	(the "Credit Line"). Payments of accrued interest on the Note shall be due and payer
onthly beginning <u>February 10</u>	1988, and continuing on the same day of each month thereafter, and the entire unpaid bala
principal and interest shall be due and payable on Jan	nuary 4 19 93 Interest on the Note shall be calculated on the daily unp
incipal balance of the Note at the per annum rate equal	TO A CONTRACT TO A CONTRACT OF
elow). Interest after Default (defined below), or maturity	y of the Note, whether by acceleration or otherwise, shall be calculated at the per annum
rual to Three (3. Of percent per annum in	excess of the Variable Rate Index. In the event any required monthly payment is not received
the Bank within 15 days trum the date such payment is cortgagor has the right to prepay all or any part of the i	due, the Bank may charge and collect a late payment fee of 3% of the required monthly payme aggregate unpaid principal balance of the Note at any time, without penalty.
To secure payment of the in lebtedness evidenced the Note, Mortgagor does by in use presents CONVEY,	by the Note and the Liabilities (defined below), including any and all renewals and extension. WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and inter
the real estate situated, lying and ceing in the county ate of Illinois, legally described as follows:	ofCook
Lot 26 in Block 3 in North	brook Highlands Unit Number 1 being a Subdivision of
	of the North East 1/4 of Section 9, Township 42 North,
Range 12, East of the Thir	d Principal Meridian, in Cook County, Illinois.
	BANK SIS GLOSS
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THE WHAT WHAT WE SAID TO	15
E. LINOI	9 610 7
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THIS IS A SECOND MOR	TGAGE
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nich is referred to herein as the "Premises", together w	vith all improvements, building , Anements, hereditaments, appurtenances, gas, oil, minera
sements located in, on, over or under the Premises, and	d all types and kinds of fixtures, including without limitation, all of the foregoing used to sup
at, gas, air conditioning, water, light, power, refrigeration	on or ventilation (whether single in is or centrally controlled) and all screens; window shad
imi doors and windows, libbi coverings, awnings, stoves	s and water heaters, whether now on or, he Premises or hereafter erected, installed or place the deemed a part of the Premises and a port on of the security for the Liabilities. The Perman
or in the Premises. The foregoing items are and shall b	26 The common address of the Premises is 1110 Butternut Lane
dex Number of the Premises is <u>04-09-204-02</u>	

the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage, executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby piedge and assign to Mortgagee, all leases, written or verbal, rents, issues and prof. is it the Premises, including without limitation, all rents, issues, profits revenues, royalites, bonuses, rights and benefits due, payable or accruing, and air or posits 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, it collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgagee agrees, as a personal covena it applicable to Mortgagor 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 Mortgage, 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:

- Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged 1. Mongagor shall (a) promptly repair, restore or reduite any dulidings 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 Mongage; 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 lien or charge to Mongagee; (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 Mongagee; (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 laxes, 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 prolest, 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, 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 satisfactory to Mortgagee; Mortgager 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.
- 4. 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 Mortgagee; and such awards or any part thereof may be applied by Mortgagee; 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.
- 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

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omitting to exercise, any remedy or tight acculing or Calcul, shall impair any such femed or its tight 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 Mortgages.

- 6. Mortgagor 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 mailclous damage and such other hazards as may from time to time be designated by 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 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. Mortgagor shall obtain 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 payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagor, shall deliver all insurance policies, including additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagor 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 least 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 on 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 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, strictment or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, torielture, tax lien or this 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 Mortgage including attorneys' and paralegals' lees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgage'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, 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 Mortgager to provide or tabilities in accordance with their terms or failure of Mortagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities. Default to der the Note shall be Default under this Mortgage.
- 10. Notwithstanding any other provision: of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possosion, 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 large rust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.
- 11. "Liabilities" means any and all liabilities, up gations and indebtedness of Mortgagor or any other maker of the Note to Mortgagoe for payment of any and all amounts due under the Note or this Mortgago, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Notr, whe her direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paraleg. Is' fees relating to the Mortagoe's rights, remedies and security interest hereunder, including advising the Mortgagoe or drafting any documents for the Mort gainee at any time. Notwithstanding the foregoing or any provisions of the Note, the liabilities secured by this Mortgagoe shall not exceed the principal amount of the policy interest thereon, and any disbursements made for the payment of taxes, special assessments, or insuance on the property subject to this Mortgago, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagoe which are authorized hereunder and attorneys for costs and expenses relating to the enforcement of the Note and this Mortgago, plus interest as provided herein.
- 12. "Variable Rate Index" means the rate of interest, or the higher track if more 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 him or dersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future incipal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable 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 "Bank P me 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, 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 foreig get for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expent evidence, stenographers' charges, publication costs and cords of procuring all abstracts of title, little searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar delicated and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidde a all any foreclosure sale. All of the foregoing flems, 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 in me laterly 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 apply 10 any expenditures or expenses incurred or paid by Mortgagee on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or all y 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 mether or not actually commenced or preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose mether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceedings in might affect the
- 14. 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; second 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.
- 15. Upon, or at any time after filling 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. Mortgagoe may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendancy of the foreclosure suit and, in case of a sale and a deliciency, 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.
- 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.
 - 17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 18. Mortgagee agrees to release the lien of this Mortgage 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 hereof, 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.
- 20. 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

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Tate to 10 75%. Seat and year and year set forth above.

21. This Mortgage has been made, executed and delivered to Mortgages in Winnesta, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions of this Mortgage.

In a prohibitions or invalidity, without invalidating the remainder of such provisions of this Mortgage.

In a provision of this Mortgage are prohibited by or determined to be invalid. The invalidation of the invalidation

time securing payment hereof; no personal liability shall be assented or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, it any, being expressly waived in any manner.