### UNOFFICIAL COPY,

88154209

### Equity Credit Line Mortgage

	<u> </u>
THIS EQUITY CREDIT LINE MORTGAGE is made this	(herein, "Mortgagor"),
and the Mortgagee, Thy Northern Trust Company, an Illinois banking corporation, with its main banking office at 50 South Illinois 60675 (herein, "Nortgagee").	La Salle Street, Chicago,
Where the county of the payment of the root of the root of the payment of the farment of the payment of all sums, with interest thereon, but the payment of all sums, with interest thereon, but the county of the payment of the County of the contract of the county of the payment of the County of the County of the payment of the pay	core hickerses monutors choose his highest hand his homest and highest
(herein "Property Address"), legally described as:  Lot 26 in Unit Number 2 Resubdivision of part of blocks 2 and 5, all in Blocks.	
vacated streets and alleys adjoining said blocks, all in first addition to 3 A Subdivision in the Northwest 1/4 of Section 13, Township 43 North, Range 3 Third Principal Meridian, according to the plat thereof recorded as Document 16,358,893, in Cook County, Illinois.	Skokie Highlands 12 East of the
Permanent Index Number <u>04-13-106-032</u> 0 0	88154209
TOGETHER with all the improvements now or hereafter erected on the property, and all easier and a rights, appurtenances oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property of and all of the foregoing, together with said property (or the leasohold estate if this Mortgage is on a least cold are herein refer	overed by this Mortgage;

Mortgagor covenants that Mortgagor is lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property. and that Mortgagor will walkand and defend generally the title to the Property against all claims and domands, subject to any mortgagos, declarations. The basements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mort; ageo's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows:

- 1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph I hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgague by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance charge, upon Mortgagor's payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgage shall be entitled to a refund of the unexmed portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgagor shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued procomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

This document prepared by:

Stebbins Nelson, Esq.

50 S. La Sallo Stroot Chicago, Illinois 60675

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Property of Cook County Clerk's Office

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- 3. Charges; Liens. Mortgagor shall pay or cause to be paid all taxes, assessments, and other charges, fines, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgage"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgage shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings that operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 4. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgage (1921) require and in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the total amount, secured by this Mortgage, taking prior liens and co-insurance into account

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagor pyhich approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner. All insurance policies and recewals thereof shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee Mortgagee shall promptly furnish to Mortgagee all renewal notices and all receipts for paid premiums. In the event of loss, Mortgager shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may male recof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, instrance proceeds shall be applied to restoration or repair of the Property damage aprovided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagor within 30 days from the date notice is mailed by Mortgagee to Mortgagor, Mortgagor, and the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgager otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgager in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgager shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Mortgager shall perform all of Mortgager's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgager and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 6. Protection of Mortgagee's Security, if Mortgage fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any

proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent. Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

- 7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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 Mortgagee. 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 Mortgager. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor has offered to make an award or settle a claim for damages. Mortgagor falls to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums secured by this nigrage.

Unless Mortgagee and Mortgager otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

- 9. Mortgagor Not Released. No extension of the time for payment or modification of any other term of the Agroement or this Mortgage granted by Mortgage to any successor in Interest of the Mortgagor shall operate transless, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Mortgagoe shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any domand made by the original Mortgagor and Mortgagor's successors in interest.
- 10. Forebearance by Mortgoge Not a Waiver. Any forebearance by Mortgoge in exercising any right or remedy under the Agreement, 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 Mortgogee shall not be a waiver of Mortgogee's right to accelerate the maturity of the indebtodness secured by this Mortgoge.
- 11. 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 Mortgages and Mortgager, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgager 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 the provisions hereof.
- 12. Legislation Affecting Mortgagee's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms. Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19.
- 13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgager provided for in this.

Mortgage shall be given by mailing such rother by certified man ad to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated

- 14. Governing Law; Severability. This Mortgage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable laws, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.
- 15. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.
- 16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold or transferred by Mortgagor without Mortgagee's prior written consent, Murtgagee may, at Mortgagee's option, declare all the sums secured by this Mor. gage to be immediately due and
- 17. Revolving Credit Loan. This Mortgige is siven to secure a revolving credit loan unless and until such local is converted to an installment loan (as provided in the Agreement), and si all se cure not only presently existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be male at the option of Mortgagee, or otherwise, as are made within 20 years fron the date hereof, to the same extent as if such future advances were made in the date of the execution of this Mortgage, although there may be no acvance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that Mortgagee may make under this Mortgage, the Agreement, or any other document with respect thereto) at any one time outstanding shall not exceed the Maximum Credit Amount, plus interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of

in any event be due in a payable on or before 20 years after the date of this mortgage. This Mortgage is given to and shall secure such installment loan.

19. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein. Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement. and may foreclose this Mortgage by judicial proceeding: provided that Mortgagee shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title

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

20. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder. Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to eceiver's fees, premiums on receiver's bonds, and reasonable attorneys' fres, and then to the sums secured by this Mortgage. Mortgagee and the received shall be liable to account only for those rents actually received.

- 21 Felease. Upon payment in full of all amounts secured by this Mortgap and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagee shall pay all costs of recordation of the release, if my.
- 22. Waiver of Homestead. To the extent permitted by lawry Mortgagor hereby relorges and waives all rights under and by virtue of the homestead exempliand laws of Illinois.

IN WITNESS WHEREOF, Mortgager has executed this Mortgage

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the worse ies, indemnities, representations, coverants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, coverage, is, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnties, representations, covenants, undertaking, and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property occurrently described herein, and this instrument is executed and delivered by said Thustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no per snat habitity or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty; indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and

IN WITNESS WHEREOP, Chicago Title and Trust Company, not personally but as Trustee as a forespirit, has caused these presents just'e signed by its Assistant Vice-President seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above writty

LEAND TRUST COMPANY, A Truy CE MANDE 551314NT VICE-PRESIDENT ASSISTANT SECRETARY

Notary Public

Comorate Seal

STATE OF ILLINOIS, COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the aprive named Assistant Vice President and Assistant Secretary of the CHICADO TITLE AND TRUST COMPANY, Oranior, personally known to me to be the same parame whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and as the free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as Company for the uses and purposes determ set forth, and the said Assistant Secretary's custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act and as the free and voluntary act of said Company for the uses and purposes approximate torth.

"OFFICIAL SEAL" Marylou Estrada Notary Public, State of Illinois My Commission Expires 3/12/91

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installment loan. of this Mortgage. This Mortgage is given to and shall accure such shall, in any event be due and payable on or before 20 years after the date

all expenses of foreclosure, including, but not limited to, reasonable circumstances). Mortgagee shall be entitled to collect in such proceeding Mortgagor's abandonment of the Property or other extreme action loading to repossession or foreclosure texcept in the case of Mortgagee shall notify Mortgagor at least 30 days before instituting any and may forcelose this Mortgage by Judicial proceedings provided that domand, may terminate the availability of loans under the Agreement, by this Mortgage to be immediately due and payable without further Mortgagee, at Mortgagee's option, may declare all of the sums accured incorporated herein by this reference as though set forth in full herein, an Breat of Default under the Agreement, which Events of Default are pay when due any sums secured by this Mortgage, or the occurrence of or agreement of Mortgagor in this Mortgage, including the covenants to 19. Acceleration; Remedies, Upon Mortgagor's breach of any covenant

to any other right or remedy under this Mortgage, the Agreement, or All remedies provided in this Mortgage are distinct and cumulative สมางตุอา

attorneys' lees, and costs of documentary evidence, abstracts, and title

given to Mortgagor or Mortgages when given in the manner designated Any notice provided for in this Mortgage shall be deemed to have been an Mortgagon may doslgmate by notice to Mortgagor na provided increm. requested, to Mortgageo's address stated herein or to such other address (b) any notice to Mortgages shall be given by cortified mail, return receipt Mortgagor may designate by notice to Mortgagee as provided herein, and to Mortgagor at the Property Address or at such other address as Mortgage shall be given by mailing such notice by cortified mail addressed

of this Mortgage. provided in paragraph 12 in the event of changes in law after the date be severable; provided that Mortgages may exercise its termination option end the provisions of this Mortgage and the Agreement are declared to which can be given effect without the conflicting provision, and to this conflict shall not affect other provisions of this Mortgage or the Agreement of this Mortgage or the Agreement conflicts with applicable laws, such governed by the laws of Illinois. In the event that any provision or clause 14. Governing Law; Severability, This Mortgage shall be

recordation hereof of the Agreement and of this Mortgage at the time of execution or after 15. Mortgagor's Copy, Mortgagor shall be furnished a conformed copy

"OFFICIAL SEAL"

Mortgagor Under Trust Agreement 3818d April 27, 1977, known as Trust Number 1066674 Chicago Title and Trist Company as Trustee

NOTARY PUBLIC

assessments levied on the Property given priority by law. Jold sith 1
Jold S encumbrances, including statutory liens, excepting solely taxes and the maximum amount secured hereby over all subsequent liens and

at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which indobtedness incurred thereunder to an installment loan bearing interest Mortgages may terminate the Agreement and convert the outstanding 18. Conversion to Installment Loan, Pursuant to the Agreement.

County of State of Illinois

		My commission expires
61	lo yab	Clven under my hand and official soal, this
נרנס מחל עסווחות מכל, וסר	gned and dolivered the said instrument as	the uses and purposes therein set forth.
appeared before me this day in person, and		cortify that acknowledged that ai
y Public in and for said county and state, do hereby	R Notal	.1

Mortgagor

UNOFFICIAL C Chicago, Illinois 60675 50 South LaSallo Street Mail To: The Morthern Trust Company

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proceeding by or on behalf of a prior mortgages, eminent domain, inaclaency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgager, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgages pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgages accounted by this Mortgage Unless Mortgager and Mortgages agree to other terms of payment, such amounts shall be payable upon Mortgages's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement Mothing contained in this paragraph 6 shall require Mortgages to incur Mothing contained in this paragraph 6 shall require Mortgages to incur appearse or take any action hereunder.

7. Inspection. Mortgages may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgages shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgages's interest in the Property.

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8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, 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 Mortgagee. 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 Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the sward with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, and a secured by this Mortgage, and the excess paid to Mortgagor.

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son lishe segastroM tank bedivorq saluper yan segastroM as eboimq hazards as Mortgares may require and in such amounts and for such hazards included within the term "extended coverage", and such other existing or hereafter erected on the Property insured against loss by fire, 4. Hazard Insurance, Mortgagor shall keep the improvements now enforcement of the lien or forfeiture of the Property or any part thereof. enforcement of such lien in, legal proceedings that operate to prevent the to Mortgages, or shall in good faith contest such lien by, or defend the payment of the obligation secured by such lien in a manner acceptable discharge any such lien so long as Mortgagor shall agree in witting to of the First Mortgage: provided, that Mortgagor shall not be required to discharge any lien that has priority over this Mortgage, except the lien payments of amounts due under this paragraph. Mortgagor shall promptly Mortgagor shall promptly furnish to Mortgages receipts evidencing the Property [the "First Mortgage"], if any. Upon Mortgages's request. disclosed by the title insurance policy insuring Mortgages's interest in ments or ground rents, if any, and all payments due under any mortgage Property that may attain a priority over this Mortgaga, leasehold payassessments, and other charges, fines, and impositions attributable to the 3. Charges: Liens. Mortgagor shall pay or cause to be paid all taxes.

The insurance carrier providing the insurance shall be chosen by Mortgagor and approved by Mortgagor and approved by Mortgagor and approved by Mortgagos (which approved shall not be unreasonably withheld). All premiums on ir surance policies shall be paid in a timely manner. All insurance policies of renewals thereof shall be in form acceptable to Mortgagos and shall in land acceptable to Mortgagos and shall include a standard mortgago and promptly furnish to Mortgagos all renewal notices and all receipts for paid premiums. In the event of loss, Mortgagor shall dve grompt notice to the insurance carrier and Mortgagos. Mortgagos nay make prompt notice to the insurance carrier and Mortgagos. Mortgagos may make proof of loss if not made promptly by Mortgagos.

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Mortgage as if the rider were a part hereof. shall amend and supplement the covenants and agreements of this covenants and agreements of such rider shall be incorporated into and executed by Mortgagor and recorded together with this Mortgage, the documents. If a condominium or planned unit development rider is on the condominium or planned unit development, and constituent condeminium or planned unit development, the bylaws and regulations obligations under the declaration or covenants creating or governing the planned unit development, Mortgagor shall perform all of Mortgagor's a so mulnimohno a ni tinu a no el exegano Methi in a condominium or a Property and shall comply with the provisions of any lease if this Mortgage end shall not commit waste or permit impairment or detectoration of the Developments, Mortgagor shall keep the Property in good repair Leaseholde; Condominiume; Planned Unit 5. Preservation and Maintenance of Property; to such sale or acquisition.

6. Protection of Mortgagee's Security. If Mortgage, fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that meterally effects of any action or proceeding is commenced that meterally effects of any action or proceeding from in the Property in draft, but not miled to any

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#### RIDER TO MORTGAGE (Land Timet)

(Dillic 1107)
THIS RIDER is attached to and made a part of that certain Equity Credit Line Mortgage dated as of April 5, 1988, between Mortgagor, Chicago Title and Trust Company as trustee under trust agreement dated April 27, 1977, and known as Trust Number 1069674 (herein, "Trust"), and Mortgagoe, The Northern Trust Company, Mortgagor hereby agrees as follows:
1. The Whereas clause is amended to read as follows:
being one or more Leneficiaries of the Trust of which Mortgagor is trustee (hereafter, whether one or more, "Beneficiary"), has/have entered into The Northern Trust Company Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated April 5, 19
2. This Mortgage shall secure Beneficiary's obligations under the Agreement, as more fully set forth in the granting clause of this Mortgage and any successor beneficiary's (les') obligations under the Agreement and shall be binding upon the property of the Trust and the Premises whether Beneficiary or any successor beneficiary that the beneficial interest in such property and Franciscs.  2. 10 10 11 12 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15
Chicago Title and Trust Company
as trustee and not individually
Its: Viro Vi
State of Illinois ) ss:
County of Ceck ) 99:
I, NHOU LOW OSTRACHA, a Notary Public in and for said county and state, do hereby certify that (1912 CONE) appeared before me this day in person, and acknowledged that signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.  AND 7 1086
Given under my hand and official seal, this, 19,
My commission expires 19 . Maylon & stark NOTARY PUBLIC
9951 (N2/87) Marylou Estrada Notary Public, State of Illinois

My Commission Expires 3/12/91

QÇ.

## **UNOFFICIAL COPY**

#### BENEFICIARY'S ADDENDUM TO RIDER

- 1. The undersigned, owning all the beneficial interest in the Trust (as defined in the foregoing Rider) hereby represent(s) and warrant(s) that Mortgagor has full power and authority to execute the Mortgage as security for the Agreement.
- 2. The undersigned agree(s) to cause Mortgagor to comply with all the terms of the Mortgage and shall take any action necessary to cause such compliance. A default by the undersigned under this Addendum to Rider shall constitute a default under Section 8 of the Agreement and paragraph 19 of the Mortgage.
- 3. The undersigned waive(s) any right of homestead that the undersigned may now or hereafter have in the Property or in any beneficial interest therein.

4. All defined terms shall have the meanings ascrib	bed to them in the Mortgage described in the foregoing Rider.
IN WITNESS WICEREOF, the undersigned has/	have executed this Addendum to Rider as of
x Daniel F. Webb, Jr.	
. 440	
State of Illinois	DEPT-01 RECORDING \$15 THERRS TRAN 7462 04/13/88 14:06:00
County of ) ss:	#9576 # 13 # - G5-154209 CDOK COUNTY RECORDER
UNITED F. WEBB, JR.	ary Public is and for said county and state, do hereby certify appeared be ore the county and acknowledged ent asHIS
Given under my hand and official seal, this	// day of
My commission expires	Mocauflaine/ NOTARY PUBLIC
	OFFICIAL SEAL THOMAS P. NICHOL
	NOTARY PUBLIC, STATE OF ILLINOIS & My Commission Expires Oct. 21, 1900 &
-88-154209	

"UPLE LARGIATO" Planyiou Entradia Motory Public, State 2, 4 mag. By Communication Exp. 10, 24 a Thi e in interpretation was not been in