

# UNOFFICIAL COPY

LaSalle National Bank as Successor Trustee  
 to Exchange National Bank of Chicago as  
 Trustee, U/T 10-34691-09 dated November 15,  
 1978 and not personally  
**MORTGAGOR**  
 "I" includes each mortgagor above.

This instrument was prepared by  
 (Name) Wileen Hesse  
 (Address) 1030 W. Chicago Ave., Chicago, IL

**THE NATIONAL SECURITY BANK OF CHICAGO**  
 CHICAGO, ILLINOIS 60622

**MORTGAGEE**

"You" means the mortgagee, its successors and assigns.

**REAL ESTATE MORTGAGE:** For value received, I, Exchange National Bank of Chicago as Trustee, U/T 10-34691-09  
 dated November 15, 1978, mortgage and warrant to you to secure the payment of the secured debt described below, on 6256 W. Hyacinth St  
Chicago, IL 60646, the real estate described below and all rights, easements, appurtenances, rents, leases and existing  
 and future improvements and fixtures (all called the "property").

**PROPERTY ADDRESS:** 6256 W. Hyacinth St. Chicago, Illinois 60646  
 (Street) (City) (Zip Code)

**LEGAL DESCRIPTION:**

Lot Fifteen (15) in Block Six (6) in Rockhold's Subdivision of the North West  
 Quarter (1/4) of Section Five (5), Township Forty (40) North, Range Thirteen (13),  
 East of the Third Principal Meridian in Cook County, Illinois.

PIN: 13-05-118-025-0000

MAIL TO: Box 424  
 STATEWIDE TITLE COMPANY  
 755 N. QUENTIN ROAD  
 PALATINE, IL 60067

13.00

located in Cook County, Illinois.  
**TITLE:** I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and  
 assessments not yet due and

**SECURED DEBT:** This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in  
 this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you  
 under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

**Equity Line Agreement and Disclosure Statement of same date**

**Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under  
 the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

**Revolving credit loan agreement dated May 23, 1988, with initial annual interest rate of 9.50 %.**  
 All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under  
 the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage  
 is executed.

The above obligation is due and payable on April 23, 1993. If not paid earlier,

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:

One Hundred Thousand and NO/100 Dollars (\$ 100,000.00),  
 plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest  
 on such disbursements.

**Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.

A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and  
 made a part hereof.

**TERMS AND COVENANTS:** I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial  Construction

SEE ADDITIONAL RIDER ATTACHED HERETO AND MADE A PART OF THIS INSTRUMENT

**SIGNATURES:**

SEE KNOWERS RIDER ATTACHED HERETO AND MADE A PART OF THIS INSTRUMENT

LaSalle National Bank as Successor Trustee to Exchange National Bank of Chicago as  
 Trustee, U/T 10-34691-09 dated November 15, 1978

**ACKNOWLEDGMENT:** STATE OF ILLINOIS, Cook County ss:

The foregoing instrument was acknowledged before me this 2 day of November, 1978

by \_\_\_\_\_ (Title)

Corporate or Partnership Acknowledgment of \_\_\_\_\_ (Name of Corporation or Partnership)  
 on behalf of the corporation or partnership.

My commission expires: \_\_\_\_\_  
 (Date)

(Notary Public)

STATEWIDE TITLE 2564-89C

SEE RIDER ATTACHED

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1988 JUN -2 PM 2:50

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0008 COUNTY OF...

1. **Payments:** I agree to make all payments on the secured debt when due, unless we agree otherwise. Any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial payment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title:** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend the property against any claims which would impair the lien of this mortgage. You may require me to improve or maintain the property.
3. **Insurance:** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property:** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses:** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration:** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other remedy available to you, you may foreclose this mortgage in the manner provided by law. You may also demand immediate payment and exercise any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to real estate agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
7. **Assignment of Rents and Profits:** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to real estate agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead:** I hereby waive all right of homestead exemption in the property.
9. **Leasaholds, Condominiums, Planned Unit Developments, Future to comply with the provisions of any lease if this mortgage is on a leasehold, regulations of the condominium or planned unit development.** I will perform all of my duties under the government, by-laws, or regulations of the condominium, Planned Unit Development, or a planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagee:** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
- Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection:** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation:** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 5. This assignment is subject to the terms of any prior security agreement.
13. **Waiver:** By a remedy available to you, you shall give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later exercise the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns:** All duties under this mortgage are joint and several. If co-sign or assign, I agree to be jointly and severally liable with the other parties to this mortgage for the performance of all the duties and obligations of this mortgage. I agree to be jointly and severally liable with the other parties to this mortgage for the performance of all the duties and obligations of this mortgage. I agree to be jointly and severally liable with the other parties to this mortgage for the performance of all the duties and obligations of this mortgage. I agree to be jointly and severally liable with the other parties to this mortgage for the performance of all the duties and obligations of this mortgage.
15. **Notice:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of the mortgage, or to any other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given to the name stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage:** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment of the mortgage interest if the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release:** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

RECORDED AND INDEXED

UNOFFICIAL COPY

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 10-34691-887 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

ATTEST: [Signature] ASSISTANT SECRETARY  
BY: [Signature] <sup>Successor</sup> LA SALLE NATIONAL BANK, Tr/U/Tr Number 10-34691-887 & Not Personally ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK

I, Nancy G. Smathoff a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT DEBORAH L. LANG ~~Assistant~~ Vice President of LA SALLE NATIONAL BANK, and RITA STEMM WELTER Assistant Secretary of said Bank personally known to me to be the same persons 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 said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of May, A.D. 1988

[Signature]  
Notary Public

My Commission Expires: 4-28-90

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