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89-411834



REVOLVING CREDIT MORTGAGE VARIABLE RATE - WSJ PRIME

THIS MORTGAGE, dated AUGUST 26, 1989, is between

Carol H. Jones, Divorced and not remarried ("Mortgagor") and The Winnetka Bank, Winnetka, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$30,000.00 (the "Credit Line"). Payments of accrued interest on the Note shall be due and payable monthly beginning September 15, 1989, and continuing on the same day of each month thereafter...

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by this instrument CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the county of Cook and State of Illinois, legally described as follows:

Lot 2 in Block 5 in Northbrook Park, a Subdivision of the North half of lots 1 and 2 and the Northeast quarter of lot 3 in School Trustees Subdivision of Section 16, Township 42 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded April 25, 1946 as document 1377492 and recorded June 6, 1946 as document 138138733 in Cook County, Illinois

THIS IS A SECOND MORTGAGE

DEPT-01 RECORDING \$13.25
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COOK COUNTY RECORDER

RE-TITLE SERVICES # 28-1074

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises.

Index Number of the Premises is 04-16-216-011. The common address of the Premises is 2205 Woodlawn Northbrook, IL 60062

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 64(5). The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if 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 outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits 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, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant, applicable to Mortgageor only, and not as a limitation or condition hereof and not available to anyone other than Mortgageor, that until a Default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgageor 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:

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings 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 Mortgage, 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 Mortgagee; (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 Mortgagee; (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 taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgageor shall, upon request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgageor shall pay in full under protest, in the manner provided by statute any tax, assessment or charge which Mortgageor may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgageor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgageor 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 Mortgageor, to execute and deliver valid acquittances and to appeal from any such award.

5. 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

\* TO BE DELETED WHEN THIS MORTGAGE IS NOT EXECUTED BY A LAND TRUST.

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time securing payment hereof; no personal liability shall be assigned 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, if any, being expressly waived in any manner.

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21. This Mortgage has been made, executed and delivered to Mortgagee in Winnetka, 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 to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand and seal of Mortgagor the day and year set forth above.

*Carol M. Jones*  
Carol M. Jones

As Trustee Under A Trust Agreement Dated \_\_\_\_\_, 19\_\_\_\_

and known as Trust No. \_\_\_\_\_

AND NOT PERSONALLY

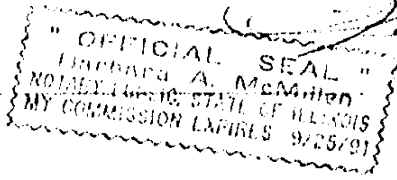
By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS }  
COUNTY OF Cook } SS

I, Barbara A McMillen, a Notary Public in and for said county and state, do hereby certify that Carol M. Jones, Divorced and not remarried personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 26 day of August, 19 89



*Barbara A. McMillen*  
Notary Public  
Prepared by: *M. Smith Sr.*  
*Winnella Bank*  
*271 Hwy 31*  
*Winnetka, IL 60093*

STATE OF ILLINOIS }  
COUNTY OF \_\_\_\_\_ } SS



I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that \_\_\_\_\_ as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as \_\_\_\_\_ own free and voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_