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83411834



REVOLVING CREDIT MORTGAGE VARIABLE RATE — WSJ PRIME

THIS MORTGAGE, dated AUGUST 26, 1989, is between (_____
XXXXXX, (_____
Dated _____ Carol H. Jones
Divorced and not remarried _____ ("Mortgagor") and The Winnetka Bank, Winnetka, Illinois ("Mortgagee").

WITNESS ET AL:

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, and the entire unpaid balance of principal and interest shall be due and payable on August 26, 1994. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to One (.1.00 percent per annum in excess of the Variable Rate Index (defined below). Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to Three (3.00) percent per annum in excess of the Variable Rate Index. In the event any required monthly payment is not received by the Bank within 15 days from the date such payment is due, the Bank may charge and collect a late payment fee of 3% of the required monthly payment. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest will not exceed 28%.

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 the presents 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 13777492 and recorded June 6, 1946 as document 138138733 in Cook County, Illinois.

THIS IS A SECOND MORTGAGE

• DEPT-01 RECORDING \$13.25
• T-00000 TRAN 4285 09/01/89 10:44:00
• \$0169 + C *-89-411834
• COOK COUNTY RECORDER

RE TITLE SERVICES # R8-1074

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, fixtures, 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. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. The Permanent

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/or 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 Mortgagee agrees, as a personal covenant 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 assets.

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.

-89-411834

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. Mortgagor 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 protest, 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.

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 Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor 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.

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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COOK COUNTY
CLERK'S OFFICE

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The word "Morgagae," includes the singular and plural forms of Mortgagor.

18. This Mordaggo and all providers shall extend to and be binding upon Mordaggo and all persons or parties claiming by, under or through

18. Mortgagor agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgagor, if the Mortgagor renders payment in full of all liability accrued by this Mortgage.

17. Management shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

16. No action for the infringement of the term or of any provision of the Marriage shall be subject to any defense which would not be good and available to the party infringing the same in law upon the facts.

specifies the arrangement of any guarantee of title or lien of encumbrance which may be placed over the property to the benefit of the vendor or lessor.

or not, as well as during any further times when Aboriges accept for the intercession of the recollect, would be entitled to collect the rents, issues and

In such receivers, if propagation conditions may be made stable before or after each, without regard to the receiver's own noise, without regard to the noise of the transmitter, and without regard to the noise of the channel, the noise of the receiver will be reduced to the noise of the channel.

14. The procedures of any disciplinary body shall be different from and applied in the following order of priority: first, in account of all costs and expenses incurred to the disciplinary procedure, including all the time that the member spent in the examination of his/her conduct by the Management Committee; second, all other items which under this form of this Mongolian constitution is not addressed by the Management Committee to him/her; third, with regard to other items which have been mentioned above.

Details of preparation for the examination will be given in the examination handbook which will be issued to all students in due course.

at a rate equivalent to the total mortality increases ratio set forth in the Note. This paragraph shall also apply to any expenditures or expansions incurred or paid by Mortgagor as of the date of the initial payment of any principal or interest due under the Note.

When incurred or paid by Mortgagor shall become additional indebtedness due and owing to the Mortgagor, may be demanded by Mortgagor at any time prior to payment in full of the principal amount of the Note, and such amount so demanded may be expended after notice of the repossession [signature] may be submitted by Mortgagor.

been of this Margagge. In any suit to recover a debt by the heirs of this Margagge, there shall be awarded and included as damages in the judgment,

13. When the individual uses the public relation of the "Family Ratio" in the "Family Farmer", it is a variation of the "Family Farmer" by which the family has the right to receive a loan.

Finally, companies can take advantage of the many opportunities available to them to increase their market share and profitability.

measles by meningitis which had run into a number of cases, 1000, corals and experiments resulting in the administration of the mumps and measles

14. Notwithstanding anything contained in this Agreement, the parties, unless agreed, shall be made without limitation of material aggregate conveyances, transfers or occupancy of the Premises, contiguous to the Premises, or any part thereof, or any part of a transfer of ownership of any building, equipment, fixtures, machinery, tools, trade, trade, money, goods, or any other property or assets, or any kind of any bona fide claim or power of distraint, or a land lease which holds title to the Premises, shall be made without limitation of material aggregate conveyances, transfers or occupancy of the Premises, contiguous to the Premises, or any part thereof, or any part of a transfer of ownership of any building, equipment, fixtures, machinery, tools, trade, trade, money, goods, or any other property or assets, or any kind of any bona fide claim or power of distraint.

With any paper application, we ask that you provide us with a copy of your driver's license or identification card. This will help us verify your information and prevent any potential issues.

shall pay all expenses of joint aggregate, and shall provide for all expenses incurred in connection with the holding and all expenses incurred in the enforcement of the judgment, and shall pay all expenses of removal or removal and shall pay all expenses incurred in connection with the removal of the vessel, notwithstanding any act of God, or any other cause, which may render it necessary to remove the vessel.

g. Upon Death of the testator, the testator's estate will be distributed according to the terms of the will.

a waiver of any right to recover damages or account of any deficiency herouander on this part of Mortgagor's

heated by hot air or gas, which is heated by natural gas or propane gas. The heat is transferred to the water in the tank through a coil of metal tubing. The tank is usually made of stainless steel or aluminum. The tank is usually insulated to prevent heat loss. The tank is usually connected to a pump that circulates the water through the coil of metal tubing. The tank is usually connected to a pump that circulates the water through the coil of metal tubing.

be cancellable by the subscriber company without it having to pay for 30 days, prior written notice to Morisagor.

on this Formmelae and, in no way less than in this particular manner of its kind, it is a very singular and remarkable instrument.

by flood hazard zones. Each insurance policy shall be for the mutual benefit of the cost of replacing or repairing the buildings and improvements located in a flood hazard zone.

Debtors will be liable for damages resulting from the non-delivery or late delivery of the goods, unless the creditor has been negligent.

time securing payment hereof; no personal liability shall be asserted or be enforceable against me or my designee 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.

21. This Mortgage has been made, executed and delivered to Mortgagor 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: _____

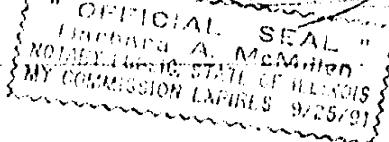
Its:

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 s/he 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 1989

My commission Expires:



STATE OF ILLINOIS
COUNTY OF } SS

I, Barbara A. McMillen, a Notary Public
in and for said County, in the State aforesaid, do hereby certify that Carol M. Jones,
President of Winnetka Bank,
241 Elm St.,
Winnetka, IL 60093
of Winnetka, IL, and Carol M. Jones,
of Winnetka, IL, respectively,
corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
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 Carol M. Jones as custodian
of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as her 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 26 day of August 1989

Notary Public

My commission expires: