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3. **Charges; Liens.** Mortgagee shall pay or cause to be paid all taxes, assessments, and other charges, fees, and impositions attributable to the Property that may attach a priority over the Mortgage, leasehold payments or ground rent, if any, and all payments due under any mortgage disclosed by the insurance policy insuring Mortgagee's interest in the Property (the "first Mortgage"). If any Upon Mortgagee's request, Mortgagee shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgagee shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagee shall not be required to discharge any such lien so long as Mortgagee 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 foreclosure of the Property or any part thereof.

4. **Hazard Insurance.** Mortgagee 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 Mortgagee may 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 the Mortgage, or taking prior liens and co-insurance into account. The insurance carrier providing the insurance shall be chosen by Mortgagee and approved by Mortgagee (which approval shall not be unreasonably withheld). All premiums on the insurance policies shall be paid in a timely manner. All insurance and other policies shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagee shall promptly furnish to Mortgagee all receipts for paid premiums. In the event of loss, Mortgagee shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagee. Unless Mortgagee and Mortgagee otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided 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 Mortgagee. If the Property is abandoned by Mortgagee or if Mortgagee fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagee, that the insurance carrier offers to settle a claim for insurance benefit 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.

5. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagee 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 condominium or a planned unit development, Mortgagee shall perform all of Mortgagee's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and the bylaws and regulations of the condominium or planned unit development, and constituting documents. If a recorded instrument or planned unit development, and constituting documents, 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 Mortgagee 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, bankruptcy, code enforcement, or other governmental or proceedings involving a bankruptcy or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgagee, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest.

7. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagee 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 Mortgagee. 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 Mortgagee.

9. **Mortgagee Not Released.** No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Mortgagee to any successor in interest of the Mortgagee shall operate to release, in any manner, the liability of the original Mortgagee and Mortgagee's successors in interest. Mortgagee shall not be required to commence proceedings against any such successor or refuse to extend time for payment or otherwise modify or rescind any demand made by the original Mortgagee and Mortgagee's successors in interest.

10. **Waiver.** Any forbearance by Mortgagee 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 lien or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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 Mortgagee and Mortgagee. The covenants and agreements 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 Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagee at the Property Address or at such other address as Mortgagee 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 Mortgagee as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagee or Mortgagee when given in the

including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

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BOX 333 - TH

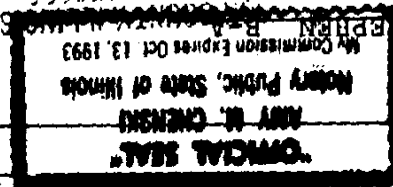
Illinois 60675

Chicago,

50 South LaSalle Street

Mail To: The Northern Trust Company

WALTER C. S. EPHRAIM



NOTARY PUBLIC

My commission expires

Given under my hand and official seal,

acknowledged that

WILLIAM N. KRUCKS AND AMY D. KRUCKS signed and delivered the said instrument as

appeared before me this day in person, and

a Notary Public in and for said county and state, do hereby certify

89604106

THAT THE

State of Illinois

County of Cook

AMY M. CHENSKI

SS

Mortgagor WILLIAM N. KRUCKS

Mortgagor AMY D. KRUCKS

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

excise upon laws of Illinois.

hereby releases and waives all rights under and by virtue of the homestead

22. Waiver of Homestead. To the extent permitted by law, Mortgagor

release, if any.

21. Release. Upon payment in full of all amounts secured by this Mortgage

those rents actually received.

by this Mortgage. Mortgagor and the receiver shall be liable to account only for

receiver's bonds, and reasonable attorneys' fees, and then to the sums secured

collection of rents including, but not limited to receiver's fees, premiums on

including those past due. All rents collected by Mortgagor or the receiver shall

Property, and at any time prior to judicial sale, Mortgagor, in person, by agent,

or by judicially appointed receiver, shall be entitled to enter upon, take posses-

tion of and manage the Property and to collect the rents of the Property

Upon acceleration under paragraph 19 hereof or abandonment of the

the right to collect and retain such rents as they become due and payable.

acceleration under paragraph 19 hereof or abandonment of the Property, have

Mortgage the rents of the Property, provided that Mortgagor shall, prior to

Possession. As additional security hereunder, Mortgagor hereby assigns to

20. Assignment of Rents; Appointment of Receiver; Mortgagee in

other right or remedy under this Mortgage, the Agreement, or afforded by law

or equity, and may be exercised concurrently, independently, or successively.

All remedies provided in this Mortgage are distinct and cumulative to any

documentary evidence, abstract, and title reports.

sure, including, but not limited to, reasonable attorneys' fees, and costs of

Mortgage shall be entitled to collect in such proceeding all expenses of foreclo-

of Mortgagor's abandonment of the Property or other extreme circumstances).

instituting any action leading to repossession or foreclosure (except in the case

ceeding; provided that Mortgagor shall notify Mortgagor at least 30 days before

loans under the Agreement, and may foreclose this Mortgage by judicial pro-

option, may declare all of the sums secured by this Mortgage to be immediately

by this reference as though set forth in full herein. Mortgagor, at Mortgagor's

Default under the Agreement, which Events of Default are incorporated herein

due any sums secured by this Mortgage, or the occurrence of an Event of

agreement of Mortgagor in this Mortgage, including the covenant to pay when

19. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or

manner designated herein. 14. Governing Law; Severability. This Mortgage

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

Mortgage 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 records-

tion 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 Mortgagor's prior written

consent, Mortgagor may, at Mortgagor's option, declare all the sums secured by

this Mortgage to be immediately due and payable.

17. Revolving Credit Loan. This Mortgage is given to secure a revolving

credit loan unless and until such loan is converted to an installment loan (as

given to and shall secure such installment loan.

payable on or before 20 years after the date of this Mortgage. This Mortgage is

over a period of not less than one year and which shall, in any event be due and

in the Agreement and payable in monthly installments of principal and interest

incurred hereunder to an installment loan bearing interest at the rate set forth

gagor may terminate the Agreement and convert the outstanding indebtedness

18. Conversion to Installment Loan. Pursuant to the Agreement, Mort-

on the Property given priority by law.

branches, including statutory liens, excepting solely taxes and assessments levied

the maximum amount) secured hereby over all subsequent liens and encum-

secured hereby). This Mortgage shall be valid and have priority to the extent of

(all such indebtedness being hereinafter referred to as the maximum amount

assessments, or insurance on the Property and interest on such disbursement (as

interest thereon, and any disbursements made for payment of taxes, special

any one time outstanding shall not exceed the Maximum Credit Allowance, plus

this Mortgage, the Agreement, or any other document with respect thereto) at

ness secured hereby (including disbursements that Mortgagor may make under

decrease from time to time, but the total unpaid principal balance of indebted-

is located. The total amount of indebtedness secured hereby may increase or

record in the recorder's office of the county in which the Property

near secured hereby, including future advances, from the time of its filing for

any advance is made. The lien of this Mortgage shall be valid as to all indebted-

although there may be no indebtedness secured hereby outstanding at the time

there may be no advance made at the time of execution of this Mortgage and

advances were made on the date of the execution of this Mortgage, although

made within 20 years from the date hereof, to the same extent as if such future

are obligatory or to be made at the option of Mortgagor, or otherwise, as are

edness under the Agreement, but also future advances, whether such advances

provided in the Agreement, and shall secure not only presently existing indef-

credit loan unless and until such loan is converted to an installment loan (as

17. Revolving Credit Loan. This Mortgage is given to secure a revolving

89604106

15.00

Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 21ST day of NOVEMBER, 1989, between the Mortgagor,

WILLIAM N. KRUCKS AND AMY D. KRUCKS, HIS WIFE (herein, "Mortgagor"), and the Mortgagee, The Northern Trust Company, an Illinois banking corporation, with its main banking office at 50 South La Salle Street, Chicago, Illinois 60675 (herein, "Mortgagee").

WHEREAS, Mortgagor has entered into The Northern Trust Company Equity Credit Line Agreement (the "Agreement") dated NOVEMBER 21, 1989, pursuant to which Mortgagor may from time to time borrow from Mortgagee amounts not to exceed the aggregate outstanding principal balance of \$100,000.00 (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts borrowed under the Agreement plus interest thereon are due and payable on NOVEMBER 15, 1994, or such later date as Mortgagee shall agree, but in no event more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgagee the repayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagee herein contained, Mortgagor does hereby mortgage, grant, warrant, and convey to Mortgagee the property located in the County of COOK, State of Illinois, which has the street address of 344 LOCUST ROAD WINNETKA, ILLINOIS 60093 (herein "Property Address"), legally described as:

LOT 17 (EXCEPT THE SOUTH 25 FEET THEREOF) THE SOUTH 40 FEET OF LOTS 18 AND 19 AND THE SOUTH 40 FEET OF THE EAST 30 FEET OF LOT 20 IN ALLES SUNSET SUBDIVISION OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any mortgages, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee'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 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee 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, Mortgagor shall be entitled to a refund of the unearned 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 precomputed 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 Salle Street
Chicago, Illinois 60675

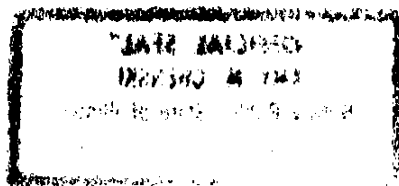
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Property of Cook County Clerk's Office



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