

UNOFFICIAL COPY

BOX 333 - TH

Not in effect recording to

Continental Illinois National Bank

231 South LaSalle Street

Chicago, Illinois 60697

Address 231 South LaSalle Street

Chicago, Illinois 60697

or Recorders Box 202

Attention Jean-M. Lamberth

89034067

Prod. # 001294747
Acct. # 00003078164

15.00

EXECUTIVE EQUITY/MARKET LINE OF CREDIT MORTGAGE

THIS MORTGAGE is made this 1st day of July

1988 between Janet A. Harsh and Stuart P. Harsh, her husband as Mortgagor and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 231 South LaSalle Street, Chicago, Illinois 60697, as Mortgagee. As used in this document the words you and your refer to the persons signing this instrument and the word Lender refers to Continental Illinois National Bank and Trust Company of Chicago and its successors and assigns

Indebtedness Being Secured. You are signing this Mortgage to secure to Lender (i) repayment of amounts outstanding under a certain variable rate Executive Equity Market Line of Credit Agreement (the "Agreement") dated the same date as this Mortgage in the amount of \$ 50,000.00

(Credit Limit) or so much thereof as may be outstanding from time to time under the Agreement plus accrued interest (Finance Charges), fees, charges and other amounts that may be owing under the Agreement providing for monthly payments of interest (Finance Charges) and providing for all sums owing to Lender hereunder and under the Agreement if not paid earlier either voluntarily or required to be paid on the date one year from the payment due date for the billing period commencing in the month in which your Account was established, subject to up to four consecutive one-year renewals at Lender's discretion, and all renewals, extensions or modifications of the Agreement, (ii) any amounts advanced to protect the security of this Mortgage, (iii) the performance of the parties signing the Agreement, and (iv) your performance of covenants and agreements contained in the Mortgage. The Agreement sets forth terms under which the rate (Annual Percentage Rate) at which the Finance Charge is computed may change over the term of the Agreement. The Annual Percentage Rate may vary each month if the Prime Rate or reference rate used to determine the Annual Percentage Rate changes. The Prime Rate shall mean the highest (unless Lender's Prime Rate or reference rate is the highest rate quoted in which case the next highest Prime Rate shall be applicable) of the Prime Rates as reported in the Key Money Section of the Wall Street Journal on the last business day of the month before the Billing Period in which it is to be applied. The effect of an increase in the Annual Percentage Rate, will be an increase in the scheduled minimum monthly payment of the Finance Charge. The Agreement states that the interest rate component of the Annual Percentage Rate will never exceed 18% if a renewal of the Agreement during the five year term of this Mortgage should result in a rate cap in excess of this amount. Lender will file a Modification Agreement, but such Modification Agreement shall not affect the priority of Lender's advances under the Agreement or any renewal or modification thereof. The term of this Mortgage shall be for approximately five years and shall include the original one-year "Agreement" plus up to four consecutive renewals of the Agreement at Lender's sole discretion.

Security. You hereby mortgage and warrant (unless Borrower is an Illinois Land Trust in which case Borrower mortgages and quitclaims) to Lender the following described real estate located in the County of Cook, State of Illinois subject only to prior encumbrances, restrictions of record and to the lien of this Mortgage. (Insert legal description)

See attached legal description hereto and made a part hereof

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 JAN 23 AM 58

89034067

89034067

PTN: 05-33-213-009

The property has an address of 1737 Highland Avenue; Wilmette, Illinois 60091

and together with all interests described below relating to this real estate (or the leasehold estate if this Mortgage is on a leasehold) is referred to in this Mortgage as the "Property"

You also mortgage to Lender the following interests relating to the Property described above: (i) all buildings and other structures and improvements of whatever kind located on the Property, (ii) all rights that you have in any alleys or roads next to or adjoining the real estate, (iii) all rights that you have in any minerals, oil and gas rights and profits, water rights and water stock which are in or a part of the Property, (iv) all rents, issues, royalties or profits from the Property including condemnation proceeds and proceeds of insurance relating to the Property, (v) all fixtures now existing or hereafter acquired on the Property, including, but not limited to, replacements and substitutions for such fixtures

Representations and Warranties. You represent and warrant (unless Borrower is an Illinois Land Trust in which case Borrower represents) to Lender, its successors and assigns, that (i) it may hold the Property free from all claims except for those shown as "Exceptions" in the title insurance policy, (ii) you own the Property free of any outstanding charges other than those shown as "Exceptions" in the title insurance policy, (iii) you have the right to mortgage Property to Lender

You agree to defend your Property against the claims of persons that they have rights in the Property mortgaged to Lender, and that you will indemnify and hold Lender harmless from any loss or claims arising from a breach of the above representations and warranties. You agree not to take or permit any action to subdivide or partition the Property or to change the condition of title.

Promises and Agreements. You agree with Lender as follows:

1. Payment of Principal and Interest. You shall promptly pay or cause to be paid, as and when required by the Agreement, the principal and interest due under the Agreement together with all other charges imposed under the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and this Mortgage shall be applied by Lender to payments required from you to Lender under the Mortgage, then to any sums advanced by Lender to protect the security of this Mortgage, then to interest payable on the Agreement, then to other charges payable under the Agreement and then to the principal payable under the Agreement.

3. Prior Encumbrances; Liens. You shall perform all of your obligations under any mortgage, deed of trust or other security agreement (collectively "Prior Encumbrances") with a lien which has priority over this Mortgage, including your covenants to make payments when due, any act or omission of yours which, with the giving of notice or the passage of time, would constitute a default or event of default under any Prior Encumbrance, or under any lease to which this Mortgage is subordinate, shall be a default under this Mortgage. You shall promptly deliver to Lender all notices you receive of any default or events of default under any Prior Encumbrance or ground lease.

You shall keep the Property free from mechanics' or other liens not expressly subordinated to the lien hereof.

4. Taxes and Assessments; Rents. You shall pay or cause to be paid when due all general and special taxes and assessments and water, sewer and other charges, fees and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any, and all other sums due under any said ground lease. You shall provide evidence satisfactory to Lender of said payments promptly after the respective due dates thereof. You shall pay in full, under protest in the manner provided by Statute, any tax or assessment you desire to contest.

5. Hazard Insurance. You shall keep all buildings and improvements now existing or hereafter situated on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require (including but not limited to insurance against flood damage) in amounts sufficient to pay either the cost of replacing the Property in full or to pay in full the indebtedness secured hereby, together with the amount of indebtedness secured by any Prior Encumbrances.

The insurance carriers providing said insurance shall be selected by you, subject to Lender's approval, which shall not be unreasonably withheld. All policies and renewals thereof shall be in form acceptable to Lender, shall include a standard mortgagee clause with loss payable to and in form otherwise acceptable to Lender, and further shall provide for thirty (30) days written notice to Lender prior to cancellation or material change in coverage. Subject to the terms of any Prior Encumbrance, Lender shall have the right to hold the policies and renewals thereof, which policies and renewals (stamped "Paid") shall be delivered to Lender no later than ten (10) banking days before expiration of any of said policies. You shall give prompt notice of any loss or damage to the insurance carrier(s) and to Lender. Lender may make proof of loss if not made promptly by you.

If the Property is abandoned by you, or if you fail to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's sole option and discretion, either to restoration or repair of the Property or to the sums secured by this Mortgage. You hereby direct any insurance companies to pay directly to Lender, as its interest may appear, any proceeds in the event of any loss or damage.

6. Use, Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. You shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. You shall promptly restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed. You shall comply with all requirements of law or municipal ordinances with respect to the use, operation, and maintenance of the Property, and shall make no material alterations in said Property except as required by law or municipal ordinance, or otherwise without the prior written consent of Lender. If this Mortgage is on a unit in a condominium or a planned unit development, you shall perform all of your obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents if this Mortgage is on a leasehold, you shall perform or cause to be performed all obligations of lessee under said lease.

7. Protection of Lender's Security. If you fail to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is threatened or commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to you, may make such appearances, disputes such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest, including but not limited to making repairs, full or partial payment or discharge of Prior Encumbrances, payment, settling, or discharge of tax liens, payment of ground rents (if any), and procurement of insurance. Lender, in making said authorized payments of taxes and assessments, may do so in accordance with any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of same or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereon.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon at the rate then applicable under the Agreement, shall become additional indebtedness secured by this Mortgage. Unless you and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to you requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder, and inaction by Lender shall never be considered a waiver of any right accruing to Lender on account of any provision in this Paragraph 7.

If Lender required private mortgage insurance as a condition of making the loan secured by this Mortgage, you shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with your and Lender's written agreement or applicable law.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give you notice prior to any such inspections.

9. Condemnation. Subject to the terms of any Prior Encumbrance, 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 Lender. Lender is authorized to collect the proceeds and, at Lender's sole option and discretion, to apply said proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage.

77
A968557F7

UNOFFICIAL COPY

Continuation of our Obligation: Forbearance by Lender Not a Waiver: Remedies Cumulative: Extension of Time for Payment: Modification of any of the terms of this Mortgage granted by Lender to any of your successors in interest shall not operate to release you from your obligation to pay the sums secured by this Mortgage until you are required to commence proceedings against such successor or until such time for payment or otherwise made obligatory by law. You shall not be required to commence proceedings against such successor or until such time for payment or otherwise made obligatory by law by reason of any demand made by you or your successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder shall not be a waiver of any right or remedy applicable by law, but shall not be a waiver of or preclude the exercise of any such right or remedy. Any act performed by Lender in exercising any right or remedy hereunder shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage. Remedies provided in this Mortgage are cumulative in any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

Successors and Assigns Bound: Joint and Several Liability: Co-signers. Subject to the provisions of Paragraph 16 hereof, the obligations and covenants contained herein shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and you, jointly and severally, and shall be binding and several. Each of you who co-signs this Mortgage, but does not execute the Agreement, is a co-signer of this Mortgage and a guarantor of the obligations of the Property to Lender under the terms of this Mortgage and to release homestead rights (if any) not personally liable on the Agreement, and the Mortgage, and the rights that Lender and any other Mortgagee hereunder may agree to extend, modify, forbear, or take any other accommodations with regard to the terms of this Mortgage, without your consent and without releasing that Mortgagee or modifying this Mortgage as to that Mortgagee's interest in the Property.

Notice. Except for any notice required under applicable law to be given in another manner, notices required under this Mortgage shall be given by hand delivery or by certified mail return receipt requested. Notices shall be served upon you at the Property address as set forth on the front cover of this Mortgage, or at the address to which notices have been served and effective on the date of delivery, if a notice of change of address is shown on the front cover of this Mortgage. Any party hereto may change the address to which notices are sent by notice as provided herein.

Governing Law: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. This choice of law shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with any applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and the other provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs, expenses, and attorneys' fees" include all sums to be paid or provided by applicable law or limited herein.

Your Copy. You shall be furnished a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recording hereof.

Rehabilitation Loan Agreement. You shall fulfill all of your obligations under any home rehabilitation, improvement, repair, or other loan agreement which you enter into with Lender, Lender's option, may require you to execute and deliver to Lender in form acceptable to Lender, an assignment of any rights, claims, or interests which you may have against parties who supply labor, materials, or services in connection with improvements made to the Property.

Transfer of the Property. If you are a Beneficial Interest in Mortgagee, it shall be an immediate default hereunder if, without the prior written consent of Lender, which consent shall be granted or withheld at Lender's sole discretion, you shall create, effect or consent to or shall suffer or permit any conveyance, sale (including installment sale), assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation, collectively, "Transfer," of the Property or any part thereof, or interest therein for all or a portion of the beneficial interest of Mortgagee is transferred, where Mortgagee is not a natural person. In the event of such default, Lender may declare the entire unpaid balance, including interest, immediately due and payable, provided, however, the foregoing provisions of this Paragraph 16 shall not apply to the lien of current taxes and assessments not yet due and payable. This option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

Lender exercises this option, Lender shall give you notice of acceleration. The notice shall provide a period of not less than 30 days from the date of service of the notice (as defined in Paragraph 12 hereof) within which you must pay or cause to be paid all sums secured by this Mortgage. If you fail to pay or cause to be paid said sums prior to the expiration of said 30-day period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on you.

Remedies: Entire Agreement Due. In the event of a default under the Agreement or your default under this Mortgage, Lender may, at its option upon expiration of any relevant cure period, declare the entire amount secured by this Mortgage immediately due and payable without further demand and may commence judicial proceedings to foreclose this Mortgage. Lender may also exercise all remedies available under the Agreement, including, without limitation, termination of future credit privileges. Lender shall be entitled to collect in the event of foreclosure, all expenses of foreclosure, including, without limitation, reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports all of which shall become additional indebtedness secured by this Mortgage.

Revolving Loan. This Mortgage secures all Loans made and indebtedness outstanding under the Agreement from time to time (whether such Loans or indebtedness represent obligatory or discretionary advances) within 20 years from the date of this Mortgage. The Loans outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Agreement shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to subsequent liens and encumbrances (except for tax liens and assignments levied on the Property) even if there is no indebtedness owing under the Agreement, to the extent of the Credit Limit shown in the Agreement or any renewal or modification thereof and on the reverse side hereof, plus all other amounts owing under the Agreement or any renewal or modification thereof and/or secured by or which may be secured by this Mortgage.

Assignment of Rents; Appointment of Receiver. As additional security hereunder, you hereby assign to Lender the rents of the Property, provided that you shall, prior to acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraphs 16 and 17 hereof or abandonment of the Property, and without further notice to you, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Said receiver shall have the power to collect said rents from the time of acceleration through the pendency of any foreclosure proceeding and during the full statutory period of redemption if any. All rents collected by 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 receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage upon your payment of all costs and fees to release same, if any. You shall also pay all costs of recording, if any.

Homestead Waiver. By signing below, you waive all rights of Homestead exemption in the Property.

Authority to Sign, if Corporation. The execution of this Mortgage has been duly authorized by our Board of Directors.

Riders. The Condominium Rider, attached hereto, if any, is incorporated herein and made a part hereof.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER PRIOR ENCUMBRANCES

You and Lender request the holder of any Prior Encumbrance or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Mortgagor Janet A. Lersh
Mortgagor Stuart P. Lersh
Mortgagor

STATE OF ILLINOIS
COUNTY OF COOK } ss.
I, Janice Gallagher, a Notary Public in and for said county and state, do hereby certify that Janet A. Lersh and Stuart P. Lersh personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of July, 1990.
My Commission expires 8/25/90
JANICE GALLAGHER
Notary Public, State of Illinois
My Commission Expires 8/25/90

STATE OF ILLINOIS
COUNTY OF } ss.
I, a Notary Public in and for said county and state, do hereby certify that personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of 19
My Commission expires
Notary Public

89034067

UNOFFICIAL COPY

Legal Description attached to a certain Mortgage dated July 1, 1988 and executed by Janet A. Hersh and Stuart P. Hersh, her husband.

Lot 55 (55) in Dean's Addition to Wilmette, a Subdivision of the North 330 feet of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Fractional Section 33, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Identical with Lot Thirteen (13) in the County Clerk's Division in the Northeast Fractional Quarter ($\frac{1}{4}$) of said Fractional Section 33 aforesaid.

Also

That part of the North 57 feet of that part of the East $3\frac{1}{2}$ Acres of Lot Fourteen (14) in the County Clerk Division of Fractional Section 33, Township 42 North, Range 13, East of the Third Principal Meridian, West of the East 261 $\frac{1}{2}$ feet of said East $3\frac{1}{2}$ acres described as follows: Beginning on the North line of Lot Fourteen (14) aforesaid at the Southwest corner of Lot fifty-six (56) in Dean's Addition to Wilmette; thence South 57 feet; thence West parallel with the North line of Lot Fourteen (14) aforesaid to a point on the West line of the East $3\frac{1}{2}$ acres of said Lot Fourteen (14); thence North along said last mentioned West line 57 feet to the North line of said Lot Fourteen (14); thence East along the North line of Lot Fourteen (14) aforesaid 39.48 feet to the place of beginning.

89034067

Property of Cook County Clerk's Office