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REVOLVING CREDIT MORTGAGE

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VARIABLE RATE -- WSJ PRIME

THIS MORTGAGE, dated	February 24	19 89 , is between	on (not	
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XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	<i></i>	XXXXXXXXXXXXX XXXXX	<i>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</i>	XXXXXXXX.
Elizabeth L. Hoyt Atkins	on ("Mor	igagor") and The Winner	ka Bank, Winnetka, lilinois ('	"Mortgagee").
	WITNESSE	T H:		
Mortgagor has executed a Revolving Cred	iit Note dated the same date as this M	ortgage payable to the ord	er of Mortgagee (the "Note"), i	in the principal
amount of \$ 40,000.00	(the "Credit Line").	Payments of accrued into	rest on the Note shall be due	e and payable
monthly beginningMarch_15	, 1989, and continuing	on the same day of each m	onth thereafter, and the entire u	unpaid balance
of principal and interest shall be due and payable	e on February 24	19.94 Interest on t	he Note shall be calculated on th	he duily unpaid
principal balance of the Note at the per annun	n rate equal to <u>one</u> (-0Ppercent per unnum i	n excess of the Variable Rate	Index (delined
below). Interest after Default (defined below),	or maturity of the Note, whether by	acceleration or otherwise	r, shall be calculated at the pe	er annum rate
equal to three (3.00 percent per by the Bank within 15 days from the date such a Mortgagor has the right to repay all or any	payment is due. The Bank may charge	and collect a late paymer	it fee of 3% of the required mon	s not received tibly payment.
To secure payment of the investedness of the Note, Mortgagor does by the se presents	evidenced by the Note and the Liab CONVEY, WARRANT and MORTG	ilities (defined below), inc AGE unto Mortgagee, all (luding any and all renewals a of Mortgagor's estate, right, till	nd extensions le and interest
in the real estate situated, lying and using in State of Illinois, legally described as follows:	the county ofCook		anggan anggang gapan ang pada ang ang anggan ang anggan ang anggan ang ang	, and
Lot 1 in Grove Block in	Jared Gage's Subdivisi	on of a part of	the East half of	the

North West quarter of fractional Section 17, Township 42 North Range 13 East of the Third Principal Meridian (excepting from said Lot 1 that part bounded and described as follows: Beginning at the South East corner of said Lot 1 thence North along the East line 105 seet; thence North 80 degrees 40 minutes, 30 seconds West 64.86 feet to a point, thence South 72 degrees 15 minutes, 0 seconds West 90.29 feet to a point in the West 11.13 of the said Lot 1, 86.70 feet North of the South West corner thereof; thence South along the West line of said Lot 1, 86.70 feet to the South West corner thereof; thence East along the South line of said Lot 1, 150 feet to the place of 'eg'mning) containing thereon 13,100 square feet more or less in Cook County, Illinois.

c/k/a: 10 Old Green Bay Road, Winnetka, Il 60093

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THE W		

This is a second Mortgage which is referred to herein as the "Premises", together with all improvements, buildings, enements, heredifarbhits, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of lixtures, ir cluding without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single usus or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or such 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 10 Old Green Bay 05-17-110-023

Index Number of the Premises is .

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60093 Road, Winnetka, Il.

The common address of the Francises is

The Note evidences a "revolving credit" as defined in filinois Revised Statutes Chapter 17, Paragraph 6405. The lion of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as it such in he 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 proving of the Premises, including Furner, Mortgagor does neredy pleage and assign to Mortgagee, at leases, without limitation, all rents, issues after plant and without limitation, all rents, issues after evenues, royalties, bonuses, rights and benefits due, payable or accruing, 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 cover ant 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 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 flen; (c) pay when due any indebtedness which may be secured by a flen 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 buildings now or at any time on process of construction upon the Premises; (e) comply with all requirements of all have 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.
- 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 laxes, assessments or charges against the Promises Morgagor shall, upon written request, furnish to Mortgages 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 Morigagor may desire to contest prior to such tax, assessment or charge becoming delinquent
- Upon the request of Mortgagee, Mortgager shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Morigagor to Morigagos, which assignments shall be in form and substance satisfactory to Morigagos; Morigagos shall not, without Morigagoo'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.
- Any award of damages resulting from condemnation proceedings, exercise of the power of eminant domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgages; and such awards or any part thereof may be applied by Mortgages, after the payment of all of Mortgages's expenses, including costs and attempts, and paralogals' fees, to the reduction of the indebtedness accured hereby and Mortgages is hereby sutherized, on behalf and in the name of Mortgager, to execute and deliver valid acquittances and to appeal from any such award.
- 5. No remedy or right of Mortgages hereunder shall be exclusive. Each right or remedy of Mortgages with respect to the Liabilities, the Mortgage or the Premises shall be in addition to every other remedy or right new or hereafter existing at law or in equity. No delay by Mortgages in exercising, or

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omitting to exercise, any remedy of right accould by Colaul shall impaly, ny acct remedy or right, remail by construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different matter overy such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgages.

- 6. Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagor, Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located as a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagoe. All policies shall be issued by companies satisfactory to Mortgagoe. Each insurance policy shall contain a lender's loss physibic clause or endorsement, in form and substance satisfactory to Mortgagor shall deliver to Mortgagoe renewal policies, including additional and renewal policies, to Mortgagoe. In case of insurance about to expire, Mortgagor shall deliver to Mortgagoe renewal policies not less than ton days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagoe.
- 7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or titipe or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including alterneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured horeby and shall become Immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds withour inquiry into the accuracy or validity of such bill, structurent or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or claim thereof.
- 9. Upon Default, at the sole option of the Mortgages, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mor gagine including attorneys, and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of the gages's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, means any one or more of the events, conditions or acts defined as a "Default" in the Note, including but not limited to the failure of Mortgagor to private Note or Liabilities in accordance with their terms or failure of Mortgage, the Note or any instrument, agreement or writing securing any Liabilities. Default or der the Note shall be Default under this Mortgage.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of occupancy or possission, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a limit trust which holds title to the Premises, shall be made without the prior written consent of Mortgages.
- 12. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Money Rate" column on the last business day of each month as the "Prime Rate" for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the chinge in the Variable Rate Index. The Variable Rate Index will fluctuate under the Note from month to month with or without notice by the Bank to the Variable Rate Index. The Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or fut re-principal advances thereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H.15 for the last business day of the month as the "Ban', Filme Loan" interest rate.
- 13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages for attorneys' and paralegals' fees, appraisers' charges, publication costs and crists of procuring all abstracts of title, title searches and examinations, title insurance policies. Torrens certificates, tax and lien searches, and similar disc and assurances with respect to title as Mortgages may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidd not any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgages. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgages shall become additional indebtedness secured hereby and shall be imminished upon the interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgages on on behalf of Mortgages in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings to which Mortgages shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage on any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to forecord, which secures the Note after or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after or the security hereof, whether or not actually commenced.
- 14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on accour, of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately proceding paragraph; account all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, will interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 15. Upon, or at any time after filling of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgager at the time of application for the receiver and without regard to the then value of the Premises or wether the Premises shall be then occupied as a homestead or note. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgager, except for the Intervention of the receiver, would be untilled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, confroi, management and operation of the Premises. The court in which the foreclosure suit is filled may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, against Mortgager or any guarantor of the Note in case of a foreclosure sale and deficiency.
- 16. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.
 - 17. Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 18. Mortgages agrees to release the ilen of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgager renders payment in full of all Liabilities secured by this Mortgage.
- 19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.
- 28. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collaters) or guaranty from time to

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s loan will never exceed 16.50%.	
ohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.	ol anch bu
provisions of this Mortgage are prohibited by or defermined to be invelted under applicable law, such provisions shall be ineffective to the extent	I gw. If any
ed litring, Wherever possible, each provision of this Mortgage shall be interpreted in auch manner as to be effective and varied under apprecially	of the State
as Mortgage has been made, executed and delivered to Mortgagee in Winnelka, Illinois and shall be construed in accordance with the time	17 .15

time securing payment hereot, no personal liability shall be asserted or be enforceable against the undersigned, as frustee, 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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