



STANDARD BANK AND TRUST CO.
 2400 West 85th St. Evergreen Park, IL 60422
 4801 West 85th St. Oak Lawn, IL 60453
 11801 S. Southwold Hwy. Palms Park, IL 60464
 312498-2000 (Suburbs) • 312238-6700 (Chicago)
 Member F.D.I.C.



STANDARD BANK AND TRUST CO.
 OF HICKORY HILLS
 111 West 80th St., Hickory Hills, IL 60457
 312298-7400 (Suburbs) • 312284-2000 (Chicago)
 Member F.D.I.C.

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**STANDARD
 HOME EQUITY LINE OF CREDIT
 REVOLVING CREDIT MORTGAGE**

THIS MORTGAGE is dated as of APRIL 21, 1989, and is between STANDARD BANK & TRUST CO. OF HICKORY HILLS, not personally, but as Trustee under a Trust Agreement dated October 23, 1975, and known as Trust No. 259 ("Mortgagor") and

25-770

STANDARD BANK & TRUST CO. OF HICKORY HILLS ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note, the terms and provisions of which are incorporated herein by reference, dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 150,000.00 (the "Line of Credit"). Interest on the Note shall be due and payable monthly, beginning May 5, 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 five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note.

The interest rate on the note will vary depending on the original principal sum of the note. For note amounts of \$25,000.00 or more, the interest rate is 1% in excess of the Variable Rate Index; for note amounts of \$15,000.00 or more (but less than \$25,000.00), the interest rate is 1 1/2% in excess of the Variable Rate Index; for note amounts of \$5,000.00 or more (but less than \$15,000.00), the interest rate is 2% in excess of the Variable Rate Index. Interest on this Note shall be calculated on the daily unpaid principal balance and shall be computed based upon a 365-day year for the actual number of days elapsed. Maximum interest rate not to exceed 17.9%.

Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum interest rate equal to 4.0 % per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

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 these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described as follows:

The West 226 feet (except the West 113 feet inhereof) of Lot 22 in Frederick H. Bartlett's Palos Hills Subdivision of the East 1/2 of the South East 1/4 of Section 10, and the East 1/2 of the North East 1/4 of Section 15, Township 37 North, Range 12 East of the Third Principal Meridian, in Cook ~~County~~, Illinois. \$13.25

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COMMONLY KNOWN AS: 8851 West 102nd St. Palos Hills, IL 60465
 PIN: 23-10-408-007 & 008

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 ~~equipment~~ 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, and whether or not physically attached to 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 Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. 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 Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a Default shall occur or a cause of default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagee 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:

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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 in 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.

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17. Mortgagee shall have the right to inspect... 18. Mortgagee agrees to release the lien of this Mortgage... 19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor... 20. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned... 21. This Mortgage has been made, executed and delivered to Mortgagee in Cook County, Illinois...

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

Standard Bank & Trust Co. of Hickory Hills

As Trustee Under A Trust Agreement Dated Oct. 23, 1975

and known as Trust No. 259

AND NOT PERSONALLY

By: Deborah A. Garon - Asst. Trust Officer

By: James J. Martin, Jr. - Trust Oper. Mgr.

STATE OF ILLINOIS

SS

COUNTY OF _____

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) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this _____ day of _____, 19____.

Notary Public

My commission expires: _____

STATE OF ILLINOIS

SS

COUNTY OF Cook

I, _____ the undersigned, a Notary Public

In and for said County, in the State aforesaid, do hereby certify that Deborah A. Garon Standard Bank & Trust Co. of Hickory Hills, of James J. Martin, Jr. of said

corporation, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, as such Asst. Trust Officer and Trust Operations Manager, 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 Trust Operations Manager did also then and there acknowledge that he as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instruments as his 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 28th day of April, 1989.

Signature of Notary Public: Bridgette W. Stanlan

Notary Public

My commission Expires: 11-7-89

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