

NBD

NBD Bank Evanston, N.A.

REVOLVING CREDIT MORTGAGE

UNOFFICIAL COPY

THIS MORTGAGE is dated as of _____
 between Bosworth Hart & Marianne Hart, his wife (J)
 ("Mortgagor") and NBD Bank Evanston N.A., Evanston, Illinois ("Mortgagee")

August 1

1989

, and is

WITNESSETH:

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 "Line of Credit"). On or before the payment date shown on each and every monthly account statement sent to the Mortgagor by the Mortgagee, the Mortgagor shall pay to the Mortgagee the full balance due or, at the Mortgagor's option the greater of (a) 1.60% of the aggregate amount of principal and interest outstanding on the Note as of the statement date, or (b) all accrued interest as of the statement date, or (c) \$100.00. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to

zero

(0) percent per annum in excess of the Variable Rate Index. As used in the Note and this Mortgage, "Variable Rate Index" will be the rate of interest, or the highest rate if more than one, published in *The Wall Street Journal* in the "Money Rates" column as the "Prime Rate" on the first business day of each calendar quarter. As used in the Note and this Mortgage, "business day" means any day other than Saturday or Sunday or general legal holiday on which *The Wall Street Journal* is not published. Any change in the Variable Rate Index which results in the Variable Rate Index being more on the first business day of a calendar quarter than it was on the last day of the preceding calendar quarter will become effective on the first day of the calendar quarter in which the change in the Variable Rate Index occurred. Any change in the Variable Rate Index which results in the Variable Rate Index being less on the first business day of a calendar quarter than it was on the last day of the preceding calendar quarter will become effective on the first day of the calendar quarter in which the change in the Variable Rate Index occurred. The Variable Rate Index may fluctuate under the Note from calendar quarter to calendar quarter with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future 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 H15 for the first business day of each calendar quarter. Interest after Due Date (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to

zero + 10 percent per annum in excess of the Variable Rate Index. The maximum per annum rate of interest on the Note will not exceed .18%. 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 Mortgagee shall have the right to modify the terms of this mortgage upon 30 days prior written notice to the Mortgagor.

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 CO-SIGN, WARRANT AND MORTGAGE unto Mortgagee, all for 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:

LEGAL DESCRIPTION

Unit No. 1103-1 in North Shore Beach Condominium as delineated on a survey of the following described real estate:

Lot 12 (except the West 5 feet thereof) and all of Lot 13 in Oliver M. Carson's Lake Shore Subdivision being in the Southeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit A to the Declaration of Condominium recorded as Document 25201531 together with its undivided percentage interest in the common elements.

PIN: 11-32-402-035-1016

Property Address: 1103 W. Northshore, Chicago, Illinois
MORTGAGE

THE UNDERSIGNED AGREES TO THE TERMS OF THIS MORTGAGE SET FORTH ABOVE AND TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE OF THIS DOCUMENT, WHICH ARE INCORPORATED BY REFERENCE HEREIN.

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

STATE OF ILLINOIS) ss
COUNTY OF Cook)

I, Lucy Nesbitt, do hereby certify that Bosworth Hart and Marianne Hart, his wife (J) are personally known to me to be the same persons whose names appeared before me this day in person and acknowledged that they act, for the uses and purposes therein set forth

Given under my hand and notarial seal, this

1st day of

as a Notary Public in and for said County,

subscribed to the foregoing instrument, signed and delivered the said instrument as his/her free and voluntary act,

My Commission Expires Dec. 2, 1984

STATE OF ILLINOIS) ss
COUNTY OF Cook)

I, Lucy Nesbitt, do hereby certify that Bosworth Hart and Marianne Hart, his wife (J) are personally known to me to be the same persons whose names are as respectively, of Bosworth Hart and Marianne Hart, and appeared before me this day in person and acknowledged to me that they, being thereto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes herein set forth

Given under my hand and notarial seal, this

day of

19

My Commission Expires

310-01

UNOFFICIAL COPY

Mortgagee's Right to Mortgage. All original leases or all or any portion of the Premises, together with assignments
thereof, may be assigned by Mortgagor to a third party, in such form and substance satisfactory to Mortgagor. Mortgagor shall not, with Mort-
gagee's consent, make any general, unconditional, discharge or compromise of any servit or release any tenant from any obligation, in
any manner, except as provided.

4. After award of such an award, if the same is binding, exercise of the power of eminent domain or the taking of the Premises for public use is hereby constituted as a valid and lawful exercise of such power and such award, or any part thereof may be applied by Mortgagor after the payment of all of Mortgagor's expenses of enforcement, and attorney and paralegal fees, legal and paralegal "fees", to the reduction of the indebtedness secured hereby and Mortgagor is hereby authorized to apply such award, or any part thereof, to the reduction of the indebtedness secured hereby and to appeal to any such award.

6. Mortgagor shall keep the Premises and all property therein or hereafter situated on the Premises insured against loss or damage by fire, lightning, wind, storm, flood and other perils and such as may be named, as may from time to time be designated by Mortgagor. Mortgagor shall keep all buildings and improvements thereon, and all contents of the Premises, insured against damage by flood, if the Premises is located in a flood hazard zone. Mortgagor agrees to cause for a period of one year to pay in full the cost of replacing or repairing the buildings and improvements on the Premises, and in no event less than one-half the value of the same. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is equivalent to Mortgagor's obligations under this Mortgagreement. Each insurance policy shall be payable, in case of loss or damage, to Mortgagor, but shall also provide for a mandatory assignment of all possible claims of endorsement, in form and substance satisfactory to Mortgagor. Mortgagor shall have the right to inspect any insurance documents before final and conclusive payment of the Mortgagreement. In case of insurance claim to expire, Mortgagor shall inform the Mortgagor of the same and shall furnish a copy of the certificate of insurance, rates of coverage, each insurance policy, shall not be cancellable by the

¹ See, e.g., *U.S. v. Sandoval*, 100 F.3d 1250, 1255 (10th Cir. 1996) (holding that § 1962(c) does not require proof of an overt act).

and may be used in any and all other proceedings relating thereto.

and/or other Mortgagors, and all expenses incurred in connection with the disposition of the Premises. The term "Default," when used in the Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagor to completely cure any Cause for Default and to deliver to the Mortgagor written notice of the complete cure of the Cause for Default within ten (10) days after the Mortgagor sends written notice to the Mortgagor that the cause for Default have occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this subparagraph means any one or more of the events, conditions or acts defined as "Cause for Default" in the Note, including but not limited to the failure of Mortgagor to pay the Note or Defaulting in accordance with the terms of failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision, condition, covenant or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.

10. Notwithstanding any other provision of the Mortgage, the sole rights, title, interest or power of alienation retained by Mortgagor in the Property shall not be exercised or any part thereof, or sale or transfer of ownership of any beneficial interest or power of alienation retained by Mortgagor in the Property shall not be made without the prior written consent of Mortgagor.

"Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgaggee for payment of amounts in full amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising from or derived from or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorney fees and expenses of law relating to the Mortgagor's rights, remedies and security interests hereunder, including, advancing the Mortgagor's costs of defense, and amounts due to the Note holder at any time. Notwithstanding the foregoing, any provision of the Note, the Liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, insurance premiums, and other amounts required to be paid by Mortgagor under the Note, and such amounts as may be permitted by law, disbursement made by Mortgaggee which are authorized herein to obtain money for the payment of costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

4. When the holder (hereby referred to as "Holder") becomes due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien of this Mortgage. In my suit to foreclose the lien of the Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which from time to time are paid or incurred by or on behalf of Mortgagor for attorneys' and legal counsel's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publications, costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, letters of credit, and other expenses of a similar nature and a summae with respect to title as Mortgagor may deem to be reasonably necessary either to prevent the reattachment of the lien or to collect the amount due and to recover the same. All of the foregoing items, which may be expended after entry of the foreclosure judgment in the amount of \$100,000.00, shall be allowed and expense itemized by the plaintiff, which in my opinion by Mortgagor shall become as follows: principal amount due and owing, \$100,000.00; interest accrued and payable thereafter at the rate of eight percent per annum, the pay maturity interest rate set forth in the Note. The amount which the plaintiff may claim as attorney's fees, shall be determined by the amount paid by Mortgagor, on behalf of Mortgagor, in connection with notice, preparation, filing and service of process, and all other proceedings, in which Mortgagor shall have been, whether as plaintiff, claimant or defendant. The amount which the plaintiff may claim as expenses of sheriff, or attorney, or trustee, or receiver, or receiver for the foreclosure of the Mortgage, shall be determined by the amount paid by Mortgagor, on behalf of Mortgagor, in connection with notice, preparation, filing and service of process, and all other proceedings, in which Mortgagor shall have been, whether as plaintiff, claimant or defendant. The amount which the plaintiff may claim as expenses of appraisal, shall be determined by the amount paid by Mortgagor, on behalf of Mortgagor, in connection with notice, preparation, filing and service of process, and all other proceedings, in which Mortgagor shall have been, whether as plaintiff, claimant or defendant.

the amount of interest, whether or not actually commenced, shall be included in the principal, together with interest thereon, at the rate of six percent per annum, from the date of the note, or from the date of the first payment, whichever is later.

¹⁴ See also the discussion of the Statute of Frauds in Part II.

This Note is a supplemental note executed by the Borrower in addition to the Note, without reference to the original Note, without regard to the solvency or insolvency of Montygrat at the date of application for this supplemental Note, and shall not affect the rights of the Lender or the title to the Premises. The Premises shall be there occupied as a home or not. Mortgagor may be appraised by the trustee or by the court, and the trustee or the court may collect the rents, issues and profits of the Premises during the pendency of the foreclosure and sale, and the trustee or the court may receive the same and pay it over to the Lender, and the Lender may collect the rents, issues and profits of the Premises during any further time when Mortgagor occupies the Premises, and the trustee or the court would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers given to the trustee or the court to protect their interest in the Premises, including control, management and operation of the Premises. The court in which the foreclosure action is lawfully stayed or suspended, or the trustee or the court is lawfully prevented from paying the actuarial sum of the receiver's funds in payment in whole or in part of the indebtedness, or if the trustee or the court is lawfully prevented from foreclosing the Mortgage, or any tax, special assessment or other levy or encumbrance which may become due or assessable against the Premises, or if the trustee or the court is lawfully prevented from instituting a deficiency judgment against Mortgagor or his guarantor of the Note in case of a foreclosure

...and all other necessary security measures to prevent disclosure of the information to the public or to any other person, subject to law defense which would not be good and available to the party.

16. All costs of title work, including recording fees, and otherwise, to release the file of the Mortgagee.

18. The Mortgagor and his heirs, executors, administrators and successors in title shall remain bound by the Mortgage.

19. The Mortgagor shall pay over to the Lender all moneys due or to become due under this Mortgage or shall call upon Morgan or such other persons or parties holding by virtue of this Mortgage. The word "Mortgagor" when used in this document shall mean the person or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not he or they are joint debtors, and shall also include any person who has executed the Note or the Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular or plural form of the plural words "mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee"

includes the State of Illinois and the Commonwealth of Massachusetts.

19. This Mortgage is to be construed and interpreted in accordance with the laws of the State of Illinois. Whenever possible, all terms and conditions of this mortgage shall be construed and applied in accordance with the law of the State of Illinois, and whenever such shall be so contrary to the extent of such

UNOFFICIAL COPY

protection of the individual's right to privacy. It is also designed to prevent the government from using wiretaps to obtain information that would be used in criminal trials. The law also protects the individual's right to privacy by limiting the use of wiretaps to situations where there is a clear and present danger to national security or public safety.

The Electronic Communications Privacy Act (ECPA) is another important piece of legislation that protects the individual's right to privacy. This law prohibits the government from intercepting or reading electronic communications without a valid search warrant. It also protects the individual's right to privacy by limiting the use of wiretaps to situations where there is a clear and present danger to national security or public safety.

In addition to these laws, there are also several other laws that protect the individual's right to privacy. These include the Wiretap Act, the Telephone Protection Act, and the Computer Fraud and Abuse Act. These laws provide additional protection for the individual's right to privacy by limiting the use of wiretaps to situations where there is a clear and present danger to national security or public safety.

Overall, the individual's right to privacy is a very important issue that must be protected. By understanding the laws that protect the individual's right to privacy, individuals can ensure that their privacy is respected and protected.

What are the main laws that protect individual privacy?

The main laws that protect individual privacy are the Fourth Amendment to the United States Constitution, the Privacy Act of 1974, the Health Insurance Portability and Accountability Act (HIPAA), and the Gramm-Leach-Bliley Act (GLBA). The Fourth Amendment protects individuals from unreasonable searches and seizures by law enforcement agencies. The Privacy Act of 1974 protects individuals from unauthorized disclosure of their personal information. HIPAA and GLBA both protect individuals' medical and financial information respectively.

How do these laws protect individual privacy?

These laws protect individual privacy by establishing rules and regulations that limit how personal information can be collected, used, and disclosed. For example, the Fourth Amendment prohibits law enforcement agencies from conducting unreasonable searches and seizures without a valid search warrant. The Privacy Act of 1974 requires that personal information be collected, used, and disclosed in accordance with specific rules and regulations.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

What are the main types of laws that protect individual privacy?

The main types of laws that protect individual privacy are laws that regulate the collection, use, and disclosure of personal information. These laws include the Fourth Amendment, the Privacy Act of 1974, HIPAA, and GLBA.

UNOFFICIAL COPY

1425
Property of Cook County Clerk's Office

DEPT-01 \$14.25
#1111 TRIN 7910 08/10/88 11 14 90
#9503 # 6 *-89-370522
COOK COUNTY RECORDER

-63-20522

89370522