

90423339

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 23 1990. The mortgagor is LaSalle National Trust N.A. as trustee U/T/A #10-233B-09 dtd 05/30/1970 ("Borrower"). This Security Instrument is given to Affiliated Bank/ North Shore National, a National Banking Association, which is organized and existing under the laws of United States of America, and whose address is 1737 W. Howard Street, Chicago, IL 60626 ("Lender"). Borrower owes Lender the principal sum of Seventy-Five Thousand and 00/100 Dollars (U.S. \$75,000.00). This debt is evidenced by promissory note dated 05/30/1970 ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Demand. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 50 IN SUNSET FIELDS UNIT SEVEN, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$19.00
T34444 TRAN 0925 08/30/90 12:24:00
\$8640 + D *-90-423339
COOK COUNTY RECORDER

THIS IS FOR BUSINESS PURPOSE ONLY.
*SEE RIDER TO MORTGAGE ATTACHED AND MADE A PART HEREOF.

PIN # 04-16-111-025

which has the address of 1722 Birch Road Northbrook
[Street] [City]
Illinois 60062 ("Property Address");
[Zip Code]

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Box #20

90423339

9/20

UNOFFICIAL COPY

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

LaSalle National Trust N.A. Trustee
U/T/A #10-23938-09 dtd 05/30/1970
and not personally

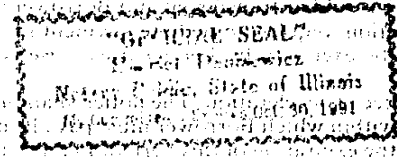
Assistant Vice President

STATE OF ILLINOIS, Cook County ss.

HARRIET DENISEWICZ, a Notary Public in and for said county and state,
Corinne Bok, Assistant Vice President
Rosemary Collins, Assistant Secretary

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 the ... signed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth.

Given under my hand and official seal, this ... day of August, 1970.
My Commission expires:



(Space Below This Line Reserved For Lender and Recorder)

Prepared by: Jenny Fischbach for Affiliated Bank Group, Inc.
Mail to: Fran Powers, Affiliated Bank/North Shore National, 1737 W. Howard Street, Chicago IL 60626

Box 470

Trustee's Exoneration Rider Attached Hereto

04233319

05002100

UNOFFICIAL COPY

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration in accordance with the following: (a) If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement of applicable law; and (b) Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2, or change the amount of such payments.

10. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the action specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail, unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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EXHIBIT "A" PROMISSORY NOTE (GRID)

FOR BANK USE ONLY			
Loan A/C # _____	Class Code <u>59</u>	Risk <u>30</u>	Line of Credit <u>Yes</u>
Disbursement A/C # _____	Check # _____	Letter of Direction _____	
Review Date <u>7/30/91</u>	Officer <u>PF</u>	Disbursement Date _____	Part Sold _____
Note Teller _____	Special Instructions: _____		
Approved _____	NL/Renewal _____		

No. _____ Due July 23 19 91 Date July 23 19 90 Amount \$75,000.00
 ON DEMAND, the undersigned promise(s) to pay to the order of Affiliated Bank/North Shore National

(the "Bank") at its office in Chicago, Illinois, the principal sum of Seventy Five Thousand 00/100 Dollars.

or if less, the aggregate unpaid principal amount of all loans and advances made by the Bank to the undersigned under this Note together with interest on the principal balance from time to time unpaid at the initial rate of 12 % per annum and the variable rate thereafter of 2 % per annum above the prime rate of the Bank publicly announced from time to time, such rate to be changed on the day or days said prime rate is changed and with interest after maturity at a variable rate of 6 % per annum above said prime rate. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. All interest shall be paid monthly.

All payments shall be first applied to accrued interest to the date of payment, and the balance, if any, applied to the unpaid balance of principal. Undersigned agree(s) to pay reasonable attorneys' fees, costs and expenses incurred by the Bank in the collection and enforcement of this Note.

Demand, notice of non-payment and collection are hereby severally waived by all makers, endorsers and guarantors. The Bank may, at any time or times hereafter, without notice appropriate and apply toward the payment of this Note any moneys, credits or other property belonging to the undersigned or to any endorser or guarantor in possession or under the control of the Bank, as well as any indebtedness of the Bank to any one or more of the undersigned or any endorser or guarantor.

Advances under this Note may be made by the Bank upon the oral or written request of any person whose authority to so act by corporate resolutions or other instruments lodged with the Bank has not been revoked by a writing theretofore received by the Bank at its office. Any such advance shall be conclusively presumed to have been made by the Bank to or for the benefit of the Undersigned. The Undersigned does hereby irrevocably confirm, ratify and approve all such advances by the Bank, and all such advances, costs and expenses including attorneys' fees shall become additional indebtedness immediately due and payable hereunder.

This Note is secured by one or more security agreements, real estate trust deeds or mortgages, collateral assignments of beneficial interest and assignment of rents.

To further secure the payment of this Note the Undersigned hereby, jointly and severally, irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term, time or vacation, at any time hereafter and confess a judgment without process against them, or any one or more of them, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

BUSINESS PURPOSE STATEMENT (to be executed by non-corporate borrower)

To induce Lender to make the loan evidenced by this Note, the Undersigned represents to Lender as follows:

(1) The Undersigned owns and operates a business enterprise under the name Commodities Broker

(2) The proceeds of the loan will be used solely for the following commercial, agricultural or industrial purpose: Working capital

(3) The loan is a business loan within the purview of Paragraph 6404(c), Chapter 17, Ill. Rev. Stat. and is exempt from the disclosure requirements of the Federal Truth-in-Lending Act.

Dated 7/23/90 Signature Howard Carl Signature Judy Carl 90423339

SIGNATURE(S) OF BORROWER(S)

Address 1722 Birch Rd LaSalle National Trust N.A. as Trustee
Number & Street x U/T/A 23938 dated 5/30/70

Northbrook, IL 60062 xBy: _____
City & State Zip Code

312/906-7330 329-30-8765 xAttest: _____
Telephone Social Security No. or Corp. ID. No.

X Howard Carl (Individually) X Judy Carl (Individually)

