

UNOFFICIAL COPY

Notary Public

© 2008 by SAGE Publications, Inc. All rights reserved.

ATTTEST:

State of Illinois County of *[Redacted]* ss.

not personally but solely as trustee as aforesaid

IF BORROWER IS ALSO A TRUSTEE
OF A TRUST, HOLDERS OF
CERTIFICATES OF OWNERSHIP
IN THE TRUST, AND
CREDITORS OF THE TRUST
SHOULD READ THIS
DOCUMENT CAREFULLY.

Property Public *Office*

for the uses and purposes herein set forth, including the sum of one thousand dollars (\$1,000.00).
Given under my hand and official seal this 28 day of October, 1990.

Personally known to me to be the same person whose name (s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act;

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do HEREBY CERTIFY that

STATE OF ILLINOIS, ex. v.
INDIVIDUAL BORROWER
Date _____
Date _____

INDIVIDUAL GROWER **ROBERT RUSSY**
INDIVIDUAL BORROWER **SHIRLEY RUSSY**
Date _____ Date _____

IN WITNESS WHEREOF, I, the undersigned, do hereby declare this instrument.

of any co-maker, co-signer, endorser or Guarantor of said Note and this Mortgage, of any provision herein and of said Note, but this waiver shall in no way affect the personal liability of any person signing this instrument.

to pay said Note or any interest thereon, or any indebtedness accruing thereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery

24. Through Exercise of authority conferred upon and vested in it as such trustee, and in its expressly undertaken role that nothing shall be done by the trustee hereinafter and by every person now or hereafter claiming any right or security interest in the property which may be held by the trustee in respect of the property, except as is necessary to effectuate the purposes of this instrument.

22. Lenders shall release this Mortgage upon payment in full of all sums secured by this Mortgage and termination of the conditions precedent in the Note.

payments, and then to the sums secured by this Mortgage, but not intended to recover less, premiums on accounts and expenses actually received.

entitled to enter upon, take possession of and manage the Property first to payment of the costs of management of the past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the past due.

Upon acceleration of the lease term or upon abandonment of the Property, prior to the expiration of the lease term, the lessee shall pay all amounts due and payable under this Agreement.

1. This notwithstanding, such shall be valid and shall have priority over all subsequent titles and documents of title held by the vendor.
2. Any right or interest of the vendor in the property, to the extent of the maximum amount secured hereby,
exceeding solely taxes and assessments levied on the property, to the extent of the maximum amount secured hereby,
shall be subordinate to the presentment of Reciprocal Possession. As additional security hereunder, Borrower
shall pay to Lender in Advance the sum of \$.

"maximum profit before the start of repayment period secured hereby."

Including future advances, from the time of filing for record in the recorder's office of the county in which the property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the mortgagee or any other document respecting title (hereinafter referred to as "the Lender") may make one hundred fifty percent of the maximum credit, plus interest thereon and any disbursements made for payment of taxes, special assessments, costs of collection, attorney fees, and other expenses, at any one time outstanding shall not exceed one hundred fifty percent of the original principal amount of the debt.

This instrument prepared by:

Joseph R Liptak
6700 W North Av
Chicago IL 60635

UNOFFICIAL COPY

90544524

DEPT-01 RECORDING \$16.00
T#4444 TRAN 4917 11/07/90 16:38:00
\$7542 + D *-90-544524
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

LOAN NO. 011868384
DATE: AUGUST 8, 1990

MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSEQUENT TO A TRANSFER OF THE PROPERTY.

THIS MORTGAGE TO SECURE A REVOLVING LINE OF CREDIT LOAN (herein "Mortgage") is made by and among ROBERT KUSSY AND SHIRLEY KUSSY, ~~RECORDED~~ DIVORCED AND NOT SINCE REMARRIED (strike if this is not held in an Illinois Land Trust) [] DIVORCED AND NOT SINCE REMARRIED (the "Trustee"), not personally but as Trustee under a Trust Agreement dated _____ and known as Trust No. _____ (herein each of ROBERT KUSSY, SHIRLEY KUSSY and the Trustee, if any, are individually and collectively and jointly and severally referred to as "Borrower") and ST. PAUL FEDERAL BANK FOR SAVINGS, whose address is 6700 W. North Avenue, Chicago, Illinois 60635 (herein "Lender").

In consideration of the indebtedness herein recited, Borrower, excepting any Trustee which is a constituent party in Borrower, hereby grants, bargains, sells, conveys, warrants and mortgages, and the Trustee, if any, hereby conveys, mortgages and quit claims, unto Lender and Lender's successors and assigns the following described property located in the CITY of CHICAGO, County of COOK,

State of Illinois:

SEE ATTACHED
P.I.N. #13-09-123-007

90544524

LOT 4 AND LOT 5 (EXCEPT THE SOUTH 10 FEET OF SAID LOT 5) IN BLOCK 1 IN STEWART D. ANDERSON'S ADDITION TO JEFFERSON PARK BEING A SUBDIVISION OF LOTS 6 TO 10 IN CIRCUIT COURT PARTITION OF THAT PART OF THE NORTHWEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN MILWAUKEE AVENUE AND ELSTON AVENUE AND LOT 2 IN A SUBDIVISION OF THE SOUTHEAST 1/2 OF SAID 1/4 SECTION IN COOK COUNTY, ILLINOIS.

90544524

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, so ever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas, lights and profits, water, water rights and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code) this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in UCC);

To Secure to Lender on condition of the repayment of the REVOLVING LINE OF CREDIT indebtedness evidenced by Borrower's Variable Interest Rate Promissory Note ("Note") of even date herewith, in the principal sum of U.S. \$ 35,000.00 (the "Maximum Credit"), or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installments of principal and interest, with the principal balance of indebtedness, if not sooner paid or required to be paid, due and payable on 09/01/95; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained herein and in the Note, provided that the maximum amount secured hereby shall be as set forth in paragraph 20 below.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower (excepting any Trustee which is a constituent party in Borrower) warrants and Borrower covenants that it will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants

UNOFFICIAL COPY

B. Impediment. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

in this paragragh 7 shall require Lender to incur any expense or take any action under the Agreement concerning distribution of disbursements at the rate payable from time to time on outstanding principal under the Agreement.

Indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requiring payment thereof, and shall bear interest from the date of the original note or from the date of this instrument, whichever is later, at the rate of interest named in the original note or in this instrument, whichever is higher.

Any summons dispersed by Letter Pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower to Lender for his Master Note.

Merge, or if any action or proceeding is commenced which materially interests him in the proceedings, but not limited to, any proceeds or arrangements brought by or on behalf of a prior mortgagee, eminently alter Lender's position, cause him to remit, or arraigning him in a bankruptcy or decedent, then render all Lender's rights, interests, upon notice

7. Protection of Lennder's Security. If Borrower fails to perform the covenants and agreements contained in this Note and Supplement within ten months after the date of this Note, Lender may require immediate payment of all amounts due hereunder.

development, and constraints on such development must be incorporated into both power and development documents. It is recommended that governments and organizations take advantage of existing laws and regulations to facilitate the implementation of environmental management systems.

shall be held in trust by the Borrower until the principal amount of the Note and all interest thereon and all other amounts due under the Note have been paid in full. The Note and the Trust Deed shall be delivered to the Lender at the time of closing.

In addition to the proceeds thereof resulting from such sale or acquisition shall assist to lend for the purpose of preserving and maintaining the property held by this trust.

Mortgage Borrower shall make monthly payments to Lender's option either to restore title to the property or to the sums secured by this instrument. The instrument may be reconveyed to the original owner or to another person at Lender's option.

Unless otherwise agreed in writing and subject to the rights and terms of any mortgage or other security agreement held by the Lender and Borrower, the sum secured by this Agreement shall be applied to restore it or part of the property damaged or to pay the sums secured by this Agreement.

carrier and lessor. Lessor may make proof of loss if not made promptly by lessee.

All insurance policies and renewals thereafter shall be in form received, and render such standard moratorium.

The insurance carrier provided the insurance shall be chosen by Borrower subject to approval by Lender; provided, that coverage exceeded that amount of coverage required to pay the sum secured by this Mortgage and any other mortgage on the property.

5. Hazardous Insurance. Borrower shall keep the insurance premiums now existing or hereafter erected as lender may require on the property intended against loss by fire, hazards included within the term, excepted coverage, provided, and such other hazards as lender may require for such amounts and for such periods as lender may require, provided, and such other hazards as lender may require than the amount of such

any such prior lease or license shall be in good faith and contains, as far as can be done, or detailed agreement of the parties hereto in a manner acceptable to prevent the enforcement of any part thereof.

and this Mortgage shall be paid by Lender first in payment of any advance made by Lender pursuant to this Mortgage, then to pay off the principal amounts outstanding under each, unless and modifications otherwise agreed to be paid in the taxes, assessments, charges, fines and penalties.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If pursuant to the terms of this Mortgage, the Property is sold or acquired by Lender, Lender shall render account to Borrower for any funds held by Lender.

Borrowers shall pay to Lender the amount of Funds held by Lender to pay the escrow items when due. Borrower shall pay to Lender the amount of Funds held by Lender to pay the escrow items when due. Borrower shall pay to Lender the amount of Funds held by Lender to pay the escrow items when due.

The Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

written notice shall be given to the Fund by the trustee or manager of the Fund or by the Fund's manager or trustee, as applicable, in accordance with the procedures set forth in the Fund's prospectus or plan of distribution, whichever is applicable, and the Fund's manager or trustee shall promptly forward such written notice to the Fund's distributor, if any, and to each shareholder of record of the Fund.

The Funds shall be held in an institution the deposits of which are insured by a federal or state estimates of future recoveries. Under may estimate the Funds due on the basis of current and reasonable reserves for items.

leverage on the property units (a) early leases and assessments which may attract property over the notes payable (b) very likely leasehold payments of ground rents in the notes payable (c) early leases and assessments which may attract property over the notes payable (d) very likely leasehold payments of ground rents in the notes payable

2. Funds for Taxes and Insurance. Subjacent to or within the terms of any
mortgage, the deed of trust or other instrument by which has priority over the
mortgage, the holder of such instrument shall have a sum (Primes) equal to one-twelfth

Covenants, Horrors and Landmarks cover almost all aspects of the Note including the following:

Borrower Acknowledges that the Note calls for a variable interest rate, and that the Lender may, prior to the expiration of the term of the Note, cancel future advances therunder and/or require repayment of the outstanding balance under the Note.

UNOFFICIAL COPY

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, resulting with any condemnation or other taking of the Property, in part thereof, for insurance, whether or condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

10. Borrower Not Released. Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 19 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it to the Property or by mailing such notice by ordinary mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by registered or certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower on the date it is delivered to the Property's address or the date such notice is deposited in the U.S. Mail system with the proper postage and addressed to Borrower. Any notice to Lender shall not be deemed to have been given until it has been received by Lender.

15. Actual Knowledge. For purposes of this Mortgage and the Note, Lender will not be deemed to have received actual knowledge of information required to be conveyed to Lender in writing by Borrower until the date of actual receipt of such information at the address specified above (or such other address specified by Lender to Borrower). Such date shall be conclusively determined by reference to the return receipt in possession of Borrower. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent. With regard to other events or information not provided by Borrower under this Mortgage or the Note, Lender will be deemed to have actual knowledge of such event or information as of the date Lender receives a written notice of such event or information from a source Lender reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Lender or Lender's agent.

16. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of the Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

17. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

18. Events of Default; Remedies (Including Freezing the Line).

a. **Events of Defaults.** Set forth below is a list of events which will constitute Events of Default. Such events are: (1) Borrower's failure to pay when due any amounts due under the Note; (2) the outstanding balance due under the Note exceeds the Principal; (3) Lender receives actual knowledge that Borrower's omitted material information on Borrower's credit application or made any false or misleading statement on Borrower's credit application; (4) the death of Borrower or any maker or guarantor of the Note; (5) Borrower files for bankruptcy, or bankruptcy proceedings are instituted against Borrowers and not dismissed within sixty (60) calendar days, under any provision of any state or federal bankruptcy law in effect at the time of filing; (6) Borrower makes an assignment for the benefit of Borrower's creditors, becomes insolvent or becomes unable to meet Borrowers obligations generally as they become due; (7) Borrower further encumbers the Property or suffers a lien, claim of lien or encumbrance against the Property, except such liens or encumbrances which are subordinate to this Mortgage; (8) Borrower is in default or an action is filed alleging a default under any credit instrument or mortgage evidencing or securing an obligation of Borrower with priority in right of payment over the line of credit described in the Note, or whose lien has or appears to have any priority over the lien created by this Mortgage; or whose lien is or appears to be secured by the Property or on which this Mortgage is a lien; or any of Borrower's other creditors attempts to (or actually does) seize or obtain a writ of attachment against the Property; (9) Borrower fails to keep any other covenant contained in this Mortgage and the Note not otherwise specified in this Section.

b. **Remedies (Including Freezing the Line).** Lender may, at its sole option, upon the occurrence of an Event of Default, freeze or terminate the line, and, require Borrower to make immediate full repayment of the unpaid principal balance of the line together with accrued but unpaid interest and other charges. "Freezing" the line means refusal to make any further advances against the line. If Lender fails to make such payment upon demand, Lender may institute foreclosure proceedings or pursue any other remedy or remedies given to Lender by law or under this Mortgage and the Note. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys' fees, and costs of documenting evidence, abstracts and title report. As additional specific protection, notwithstanding any other term of this Mortgage, Lender, without declaring or asserting an Event of Default or invoking any of its remedies pertaining to Events of Default, may immediately and without notice, freeze the line, upon the occurrence of any event enumerated herein. Freezing the line will not preclude Lender from subsequently exercising any right or remedy set forth herein or in the Note.

19. Transfer of 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 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

20. Revolving Line of Credit Loan. This Mortgage is given to secure a revolving credit loan evidenced by the Note. This Mortgage shall secure not only presently existing indebtedness under the Note but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby.

90544524