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THIS MORTGAGE dated December 18, 19 89 is between Richard L. Benoit and Carol C. Benoit, his wife

for personal, sole and separate use of the Mortgagor, as Trustee under a Trust Agreement dated and existing between the Mortgagor and the Lakeside Bank, 2268 Martin Luther King Drive, Chicago, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Term Note (the Note) dated as of the same date of this Mortgage, payable to the order of Mortgagee, in the principal amount of Twenty Five Thousand & 00/100

Dollars (\$ 25,000.00**)

(the Principal), plus interest at the rate equal to the Variable Rate Index as it varies from time to time. Interest on the Note shall begin to accrue on the date of the first disbursement of Principal and shall continue to accrue on the disbursed Principal balance remaining from time to time unpaid. Interest on the Note shall be due and payable monthly. Monthly interest payments shall begin on the twentieth (20th) day of the month following the month of the first disbursement of Principal and shall continue on the twentieth (20th) day of each successive month thereafter until maturity. The total amount of the disbursed and unpaid Principal balance and unpaid interest shall be due and payable no later than ten years from the date of the Note (the Maturity Date). Interest shall accrue at the rate of four (4%) percent per annum in excess of the Variable Rate Index as it varies from time to time, after the Maturity Date or upon an event of default, whichever of these events occurs earlier, until all Liabilities are paid. "Variable Rate Index" means that interest rate reported as the "Prime Rate" (or the highest rate if more than one rate is reported as the "Prime Rate") in the "Money Rates" column of the Wall Street Journal. If the Wall Street Journal discontinues the reporting of the "Prime Rate," the Variable Rate Index will become the rate of interest announced by The First National Bank of Chicago, its successors and assigns, as its prime interest rate. The maximum rate of interest on this loan will not exceed 18% per annum.

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, MORTGAGE and WARRANT unto Mortgagee and Mortgagee's successors and assigns, all of 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:

See Attached Exhibit A

\$18.00 ~~\$18.00~~

The above-described real estate 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, apparatus, machinery and equipment, including without limitation, all of the foregoing 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 the Premises or hereafter erected, installed or placed on or in the Premises, or 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 as between the parties hereto and all persons claiming by through or under them. Non-purchase money security interests in household goods are excluded from the security interest granted herein. The Permanent Index Number of the Premises is 27-08-201-021-0000, 27-08-402-048-0000

Mortgagor does hereby pledge and assign to Mortgagee, all leases, 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, as hereinafter defined, shall occur or an event 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.

This Mortgage secures a line of credit, which is available to Mortgagor. Subject to the terms of the Note, Mortgagor may from time to time borrow, repay and reborrow portions of Principal, provided the aggregate outstanding Principal balance of the Note shall not exceed the stated Principal amount of the Note. This Mortgage secures each and every disbursement of Principal or advance made under the Note, this Mortgage or any other loan documents delivered in connection with the Note and this Mortgage ("Loan Documents") or as permitted by law, but not to exceed at any time outstanding the maximum amount of the Liabilities, which are secured by this Mortgage. This Mortgage also secures the obligation of Mortgagee under the Loan Documents to advance funds from time to time as therein provided. The lien of this Mortgage shall remain in full force and effect as security for the obligation of Mortgagee to advance funds from time to time, as provided in the Loan Documents, until this Mortgage is duly released by Mortgagee. Each new advance of the proceeds of this Mortgage shall relate back to the date of recording of this Mortgage. Each advance of the proceeds of this Mortgage shall be entitled to equal parity with respect to the lien of this Mortgage and shall relate back to the date of the recording of this Mortgage irrespective of any payments applied toward this Mortgage, which reduce this Mortgage lien pro tanto or pay off the Liabilities. Each advance by Mortgagee of the proceeds of this Mortgage shall be deemed a re-delivery of this Mortgage by Mortgagee to Mortgagor as security for such advance. Each disbursement of the proceeds of this Mortgage shall be made to Mortgagor, or any of them, or a person or party designated by Mortgagor.

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, mechanic's liens or other liens or claims for lien, unless otherwise permitted in advance in writing by Mortgagee; (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 to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection 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; and (g) refrain from impairing or diminishing the value of the Premises.

Copy of 12/18/89

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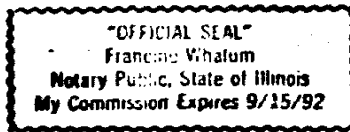
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Richard L. Smith and Carol C. Smith who _____ personally known to me to be the same person 2 whose name see subscribed to the foregoing instrument, appeared before me this day in person acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of December, 1980

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ 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 _____ did also then and there acknowledge that _____ as custodian of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as _____ 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 15 day of _____, 19____

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

DOCUMENT PREPARED BY AND MAILED TO: David V. Pinkerton
LAKESIDE BANK
2268 MARTIN LUTHER KING DRIVE
CHICAGO, ILLINOIS 60616

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By: _____

By: _____

AND NOT PERSONALLY

19 _____ and known as Trust No. _____

As Trustee Under a Trust Agreement Dated _____

Carol G. Benoit

Richard L. Benoit

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

21. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or

any manner. Mortgage or the making issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no trustee is concerned in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the 20. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but 19. Mortgagor has the right to prepay the Note in whole or in part at any time, without penalty or premium.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming full of the Note and all liabilities. 17. Mortgagor shall release this Mortgage by a proper release upon written request of Mortgagor and upon payment in for that purpose.

16. Mortgagor shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted would not be good and available to the party interposing the same in an action at law upon the Note. 15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which

for closure sale and deficiency. 14. Upon, or at any time after the filing 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 Mortgagor at the time of application for the receiver and without regard to the value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagor 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, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled 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, control, management and operation of the Premises during the statutory redemption period. The court in which the foreclosure suit is filed 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, special assessment or other lien which may be or become superior to the lien hereof or of the judgment, or the deficiency judgment against Mortgagor or any guarantor of the Note in case of a

13. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities; fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien of this Mortgage. In any suit 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 Mortgagor for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches and similar data and assurances with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagor. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Mortgagor. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagor or on behalf of Mortgagor in connection with (a) any proceeding, including without limitation, probate or bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

11. Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), including the Note and all sums due under this Mortgage shall remain in full until a formal release or satisfaction of this Mortgage is executed and delivered by Mortgagor. Notwithstanding the foregoing, in no event shall the lien of this Mortgage secure Liabilities outstanding at any time in excess of One Million dollars. This special debt of \$10.00 shall bear no interest. This special debt of \$10.00 can only be extinguished by execution and delivery by Mortgagor to Mortgagor of a formal release or satisfaction of this Mortgage. Among other things, this special debt of \$10.00 shall keep the lien of this Mortgage effective at all times until such a release is executed and delivered by Mortgagor. In the event that an error (clerical, computer or otherwise) in Mortgagor's records reflects the outstanding balance of this Mortgage to be zero, then such error shall be without legal effect and the aforesaid special debt of \$10.00 shall remain in full until a formal release or satisfaction of this Mortgage is executed and delivered by Mortgagor. Notwithstanding the foregoing, in no event shall the lien of this Mortgage secure Liabilities outstanding at any time in excess of One Million dollars.

10. Mortgagor or any guarantor of the Note may have been or may be a member of those partnerships. The term "Liabilities" includes a special debt of \$10.00, which represents the initial debt secured by this Mortgage. Except as provided herein, no payments of the Liabilities nor credits from Mortgagor to Mortgagor shall in any way be applied to this special debt of \$10.00. This special debt of \$10.00 shall bear no interest. This special debt of \$10.00 can only be extinguished by execution and delivery by Mortgagor to Mortgagor of a formal release or satisfaction of this Mortgage. Among other things, this special debt of \$10.00 shall keep the lien of this Mortgage effective at all times until such a release is executed and delivered by Mortgagor. In the event that an error (clerical, computer or otherwise) in Mortgagor's records reflects the outstanding balance of this Mortgage to be zero, then such error shall be without legal effect and the aforesaid special debt of \$10.00 shall remain in full until a formal release or satisfaction of this Mortgage is executed and delivered by Mortgagor. Notwithstanding the foregoing, in no event shall the lien of this Mortgage secure Liabilities outstanding at any time in excess of One Million dollars.

9. Mortgagor shall have the right to prepay the Note in whole or in part at any time, without penalty or premium. 8. Mortgagor has the right to prepay the Note in whole or in part at any time, without penalty or premium. 7. Mortgagor shall release this Mortgage by a proper release upon written request of Mortgagor and upon payment in full of the Note and all liabilities. 6. Mortgagor and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming full of the Note and all liabilities. 5. 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. 4. Mortgagor shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

3. Mortgagor shall release this Mortgage by a proper release upon written request of Mortgagor and upon payment in full of the Note and all liabilities. 2. Mortgagor and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming full of the Note and all liabilities. 1. Mortgagor has the right to prepay the Note in whole or in part at any time, without penalty or premium.

20. 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 in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, 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.

21. This Mortgage has been made, executed and delivered to Mortgagee in Chicago, Illinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1: PARCEL 521 IN CRYSTAL TREE 3RD ADDITION, BEING A SUBDIVISION OF PARTS OF LOTS 103, 105 AND 213 IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 215, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED

AND RECORDED 12-22-89 AS
DOCUMENT NUMBER 89612706 IN COOK COUNTY,
ILLINOIS.

PARCEL 3: PRIVATE ROADWAY EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 OVER LOT 475 FOR INGRESS AND EGRESS AS SET FORTH IN THE DECLARATION RECORDED MARCH 24, 1988 AS DOCUMENT NUMBER 88121062 AND RE-RECORDED APRIL 28, 1988 AS DOCUMENT NUMBER 88178671 AND CREATED BY DEED DATED

AND RECORDED 12-22-89 AS
DOCUMENT NUMBER 89612706 IN COOK COUNTY,
ILLINOIS.

PROPERTY ADDRESS:

10600 WEST GOLF ROAD
ORLAND PARK, ILLINOIS 60462

PERMANENT INDEX NUMBERS: 27-08-201-021-0000, 27-08-402-048-0000.

The *Mortgage* securing this note is a second lien on the premises conveyed thereby and is subject to the lien of another *Mortgage* on the same dated December 22, 1989 as document 89612707 Recorded Dec. 22, 1989 for all advances made or to be made on the noted secured by the last named *Mortgage* and for other purposes specified therein.

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RIDER TO MORTGAGE ("Mortgage")
DATED AS OF December 18, 19 89, EXECUTED BY
Richard L. Benoit and Carol C. Benoit, his wife ("Mortgagor")

AND IN FAVOR OF
LAKESIDE BANK, An Illinois Banking Corporation
2268 SOUTH MARTIN LUTHER KING DRIVE
CHICAGO, ILLINDIS 60616 ("Mortgagee")

This Rider is entered into by Mortgagor and Mortgagee and is incorporated by reference into and shall be considered part of the Mortgage. All capitalized terms in this Rider shall have the same meaning that such terms have in the Mortgage. In the event there is a conflict with or inconsistency between the provisions contained in this Rider and the provisions contained in the Mortgage, then the provisions contained in this Rider shall supersede and control the provisions contained in the Mortgage. The Mortgage is amended by replacing the paragraph entitled "Definition of an Event of Default" with the following paragraph:

Definition of an Event of Default: Either before or after the initial disbursement of this Note, any of the following events, conditions or acts will create a default under the terms of this Note and each event is defined as an "Event of Default": (i) the undersigned fails to make any payment due under this Note, within 20 days of the date such payments are due; (ii) the undersigned makes any statement, representation, warranty or covenant or furnishes any application or supporting financial statement to the Bank, at any time or from time to time, which is fraudulent, incorrect or false in any material respect; or (iii) the undersigned takes any action or fails to take any action, which results in an adverse affect upon the Bank's security interest in the Collateral (defined below)".

And by adding the following paragraph between the sections entitled "Remedies of Bank upon Occurrence of an Event of Default" and "Bank's Rights and Duties Regarding Collateral":

Bank's Right to Prohibit Additional Disbursements: The Bank reserves the right to prohibit any additional disbursements of Principal and to reduce the maximum Principal allowed hereunder upon the occurrence of any one or more of the following events, conditions or acts: (i) the value of the Collateral declines significantly below the appraised value; (ii) the Bank reasonably believes that the undersigned will be unable to make timely payment of amounts due hereunder as a result of a material change in the undersigned's financial condition; (iii) the undersigned fails to perform any

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Signed and delivered by the undersigned this 18th day of December, 19 89, in Chicago, Illinois.

material obligation under this Note or the Mortgage; (iv) any governmental action prohibits the Bank from imposing the per annum rate of interest provided for hereunder; (v) any governmental action adversely affects the priority of the Bank's security interest in less than one hundred twenty (120%) percent of the maximum Principal; (vi) the Bank receives notice from its regulatory agency that continued advances hereunder would constitute an unsafe and unsound banking practice; or (vii) the per annum rate of interest hereunder reaches the maximum rate."

By:

Richard L. Benoit

[Signature]

By:

Carol C. Benoit

[Signature]

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