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THE EQUITY EXCHANGE MORTGAGE

007 50125946

This MORTGAGE is made this 20th day of March 1990 between Joel S. Corwin And Linda W. Corwin, His Wife, As Joint Tenants.

THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein referred to as 'Mortgagor') and THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein referred to as 'Mortgagee').

THAT WHEREAS, Mortgagor executed a note of an even date herewith (the 'Note'), due seven years from the date hereof, whereby Mortgagor is indebted to Mortgagee in the principal sum of One hundred twenty thousand and no cents Dollars (\$120,000.00); ('Credit Limit'), or so much of that sum as may be advanced pursuant to The Exchange National Bank of Chicago Equity Exchange Agreement and Disclosure Statement (the 'Agreement'). The terms of said Note and Agreement are incorporated by reference herein.

NOW, THEREFORE, Mortgagor to secure the payment of the indebtedness evidenced by the Note, including, but not limited to, the future advances ('Future Advances') which advances are more fully described in Paragraphs 24-25 hereof, and each of which shall have the same priority as any advance made on the date this document is executed and the payment of all other sums advanced in accordance with the terms of this Mortgage, Mortgagor does hereby grant, mortgage and convey unto the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois:

LOT 6 IN BLOCK 2 IN WINNETKA HEIGHTS, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE EAST LINE AND THE EAST LINE EXTENDED OF ROSEWOOD AVENUE (FORMERLY OAKRIDGE AVENUE) IN COOK COUNTY, ILLINOIS. 90125946

which, with the property hereinafter described, is referred as the 'Premises.'

TOGETHER with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances and fixtures in or that may at any time be attached to any building now or hereafter standing on said Premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, the term "fixtures" shall include, but shall not be limited to, all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, boilers, elevators and bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, attached mirrors, mantels, built-in or fixtured air conditioning and cooking apparatus and appurtenances, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are new or hereafter to be used upon said described Premises, and all such "fixtures" shall be deemed conveyed by this Mortgage. All the estate, right, title or interest of Mortgagor in and to said Premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a 'fixture' as such term is defined in the Uniform Commercial Code, this Mortgage is also deemed to be a Security Agreement and fixture filing financing statement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor as Debtor hereby grants to the Mortgagee as Secured Party (as such terms are defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said Note hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall promptly pay when due without setoff, recoupment, or deduction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, including the principal of and interest on any future advances secured by this Mortgage.

2. All payments received by Mortgagee under the Note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of interest payable on the Note, then to any late charge and/or insurance premium that is due, and then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.

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3. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due each installment of principal, interest and other charges accruing under all mortgages (collectively, the "Prior Mortgage") having a priority over the lien of this Mortgage, not allow or suffer any default under the Prior Mortgage, and not allow the indebtedness secured by the Prior Mortgage to exceed \$ 121,000.00; (4) pay when due any other indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (6) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (7) make no material alterations in said Premises except as required by law or municipal ordinance.

4. Mortgagor shall immediately pay when due all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall furnish to Mortgagee upon request duplicate receipts therefor within thirty (30) days after payment thereof.

5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver copies of all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that they shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. If the policies of insurance referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which at all times will be sufficient to avoid imposition of co-insurance.

Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood insurance is in effect in the event that Mortgagor has failed previously to demonstrate to Mortgagee that the Premises are not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

6. A. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If permitted by applicable law, Mortgagee may apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, subject to limitations of applicable law and in the Agreement, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

B. (i) Should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagor (but not against Mortgagee), to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, or (ii) should the net proceeds of insurance collected by Mortgagee together with any funds deposited by Mortgagor with Mortgagee be less than the estimated costs of the requisite work as determined by Mortgagee, which estimate shall include reasonable contingency, then in either case Mortgagee may, subject to limitations of applicable law and in the Agreement and whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to the extent permitted by applicable law, to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. In the event Mortgagee elects to permit any insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee; provided however, that the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be

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10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose sale all expenditures and expenses which may be allowed and incurred as additional indebtedness in the decree for attorney's fees, appraiser's fees, brokers' commissions, advertising expenses, outlays for documents, fees, appraisers' fees, stenographers, charges, brokers' costs and costs of Mortgagee, attorney and expenses to items to be expended after entry of the decree for documents of title, title searches and examinations, guarantee of policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to proceed to evidence to bidders at any sale which may be had pursuant to such decree the nature in this paragraph much additonal duties and expenses of title to the value of the Premises. All expenses and indebtedness secured hereby and payable, with interest thereon at the rate of payment on outstanding principal under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including principal, interest and payables, so much additional indebtedness secured hereby under the Note, whether the rate of interest thereon is commensurate with the rate of interest provided in the note, or (b) proceedings for the collection of such rights as are mentioned in the preceding paragraph, but not limited to, all such items as are mentioned in the following paragraph. First, on account of all costs and expenses incurred to the rate of priority: (c) preparation for the defense of any suit or proceeding, whether or not actually commenced; or any indebtedness hereby as plaintiff in addition to other items which might affect the Premises or the security hereof, whether or not actually commended.
11. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incurred to the rate of priority; (a) any proceeding, including principal, interest and payables, so much additional indebtedness secured hereby under the Note, whether the rate of interest thereon is commensurate with the rate of interest provided in the note, or (b) proceedings for the collection of such rights as are mentioned in the preceding paragraph, but not limited to, all such items as are mentioned in the following paragraph. First, on account of all costs and expenses incurred to the rate of priority: (c) preparation for the defense of any suit or proceeding, whether or not actually commenced; or any indebtedness hereby as plaintiff in addition to other items which might affect the Premises or the security hereof, whether or not actually commended.
12. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said Premises. Such appointee may be made without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or the amount of a deficiency.
13. No action for the enforcement of the lien of any provision herein shall be subject to any defense which would not be good and available to the party interpreting same in an action at law upon the Note hereby secured.
14. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obliged to record this Mortgage, or to exercise any power herein given, unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or before exercising any power herein given.
16. Mortgagee shall deliver to Mortgagor a release of this Mortgage and indorsement by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.
17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee, heirs and assigns all such persons and the party hereto to whom this Mortgage without consent of or notice to Mortgagee.
18. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois and applicable Federal law. In the event any provision of the Mortgage, or the Agreement, conflicts with said law, such conflict shall not affect any other provision of the Note, or the Agreement, the Note or the Mortgage shall be governed by the laws of Illinois.
- Visions of the Illinois Mortgage Foreclosure Law Chapter 110, Sections 15-1101 et seq., Illinois severable. In the event that any provision in this Mortgage shall be inconsistent with any provision of this Mortgage, the Note or the Mortgage shall be given effect without reference to the conflict, or the Note, or the Mortgage shall be given effect notwithstanding any conflict between the Note and the Mortgage.

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- Revised Statutes) (herein called "the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage than the rights granted to Mortgagor in a manner consistent with the Act. If any provision of this Mortgage conflicts with the "Act", the Mortgagee shall grant to Mortgagor more limited rights than the rights granted to Mortgagor in a manner consistent with the Act.
19. Whenever there is a conflict or inconsistency between the terms of this Mortgage, the Note and/or the Agreement, the terms of the Agreement shall control. To the extent this Mortgage Note does not conflict with or is not inconsistent with the Agreement, nor shall any waiver of any provision hereof be effective as against Mortgagor, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.
20. Any action, suit or proceeding brought by Mortgagee pursuant to this Note or the Note secured hereby, and any claim made by Mortgagee under this Note, without notice to the Mortgagee, may be compromised, withdrawn or otherwise settled by Mortgagee or the Note secured hereby to the extent consistent with the Note, or at law or in equity.
21. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagor, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.
22. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or registered or on the second day following deposit of the same in the United States Mail via certified mail, return receipt requested, addressed to the Mortgagor at the address set forth above registered at the address set forth below or to the Mortgagee at the Bank's main office set forth above or to such other address as either Mortgagee or the other party in writing.
23. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage.
24. Mortgagee acknowledges and agrees made or to be made pursuant to the Agreement constitutes "revolving credit". Within the meaning of Section 4.1 of the Illinois Interest Act and, in particular, the Agreement and extensions contemplated by it constitutes an interest agreement between Mortgagee by whom the Mortgagee may from time to time make advances to or for the account of the Mortgagor through the Mortgagor or not negotiable, signed by Mortgagee (Line of Credit Checks) or other written orders, whether or not provided by Mortgagee the means specified in the Agreement including orders for advances to or for the account of the Mortgagor or otherwise made by Mortgagee or the Mortgagor and Mortgagee may within the Mortgagee's option, make loans to the Mortgagor or any other person authorized to do so on behalf of the Mortgagor, which loans or advances or checks drawn upon the Mortgagor at regular intervals and amounts of which may be payable in installments or at Mortgagee's option, may be payable in future installments or in full at an accelerated rate.
25. Mortgagee may, in its discretion, extend or renew the Agreement, the Note and the Mortgage all advantages made by Mortgagee pursuant to its terms. This Mortgage is intended to secure all advances, modifications, consolidations, or refinancings under the Agreement and any renewals, extensions, modifications, consolidations, or refinancings thereto. All future advances shall have the same priority as those subsequently made by the Mortgagee shall be made within the initial term and any renewals, extensions, modifications, consolidations, or refinancings under the Agreement. All future advances shall extend beyond twenty (20) years from the date of Note, but no renewals shall extend beyond the date hereof.
26. The obligation secured by this Mortgage shall include all advances, including future advances, that may be made by Mortgagee pursuant to the Agreement, and all renewals, extensions, modifications, consolidations, or refinancings thereto. Future advances shall not exceed the total sum of 200% of the credit limit stated on the first page of this Note and thereby of all existing indebtedness, future advances and all other indebtedness shall not at any time exceed the purposes of this Mortgage, material, or waste which is or becomes regulated by any statute, regulation or rule of this State or of the Commonwealth of Massachusetts or of the Federal Government.
27. Neither Mortgage nor, to the best of Mortgagor's knowledge, any previous owner of the Mortgage, nor any other person, has ever been liable for any damages resulting from the use, storage, handling, transportation, or disposal of any hazardous wastes, used, generic substances, or materials which are regulated by any statute, regulation or rule of this State or of the Commonwealth of Massachusetts or of the Federal Government.

STATE OF ILLINOIS

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) SS
COUNTY OF Cook)

I, J. SAMUEL LOVERING,

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that JOEL S. CORWIN & LINDA W. CORWIN who are personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she) they signed and delivered the said instrument as (his/her) their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of Cyril, 1990

J. Samuel Lovering
Notary Public

My Commission Expires:

3-22-93

This Document Prepared By:

The Exchange National Bank of Chicago
120 South LaSalle Street
Chicago, IL 60603-3499

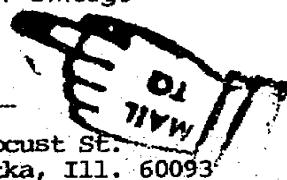
Permanent Index No.:

05-17-315-008

Record and Return To:
The Exchange National Bank of Chicago
120 South LaSalle Street
Chicago, IL 60603-3499

Attn: J. Samuel Lovering

Address of Premises: 700 Locust St.
Winnetka, Ill. 60093



DEPT-01 RECORDING \$19.25
141111 TRAN 2039 04/18/90 14:54:00
#6932 + A *-90-175946
COOK COUNTY RECORDER

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EXHIBIT A

Legal Description

Mortgagee: The Exchange National Bank of Chicago

Mortgagor(s): _____

Date of Mortgage: _____ 19_____

(Legal Description)

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