

This document prepared by
Rosana C. Pacheco
10635 Ewing Avenue
Chicago, IL 60617

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90222584

REVOLVING CREDIT MORTGAGE
VARIABLE RATE — WSJ PRIME

THIS MORTGAGE, dated April 30, 1990, is between (RAUL CASTILLO AND ALICIA CASTILLO, His wife), not personally, but as Trustee under a Trust Agreement dated _____, 19____, and known as Trust No. _____ ("Mortgagor") and The East Side Bank & Trust Co., Chicago, Illinois ("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 20,000.00 (the "Credit Line"). Payments of accrued interest on the Note shall be due and payable monthly beginning May 20, 1990, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable on January 20, 1995. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to ONE & ONE HALF 1.50 percent per annum in excess of the Variable Rate Index (defined below). Interest after Default (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum rate equal to SIX & ONE HALF 6.50 percent per annum in excess of the Variable Rate Index. In the event any required monthly payment is not received by the Bank within 10 days from the date such payment is due, the Bank may charge and collect a late payment fee of \$10.00. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

To secure payment of the indebtedness evidenced by the Note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the county of COOK, State of Illinois, legally described as follows:

The South 20 feet of Lot 22 and Lot 23 (Except the South 15 feet thereof), In Block 19 in Whitford's South Chicago Subdivision of the East Fractional Half of the North West 1/4 of Section 20, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

DEPT-D1 RECORDING \$14.25
T43333 TRAM 6556 05/14/90 13:30:00
4829 * -90-222584
COOK COUNTY RECORDER

which 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, 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 or in the Premises or hereafter erected, installed or placed on or in the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities. The Permanent Index Number of the Premises is 26-20-116-051. The common address of the Premises is 11656 Avenue H Chicago, Illinois

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6-0.5. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, 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 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.

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, security interests, liens, mechanics' liens or claims for lien; (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 or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time on process of construction 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; (g) refrain from impairing or diminishing the value of the Premises.
2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute any tax, assessment or charge which Mortgagee may desire to contest prior to such tax, assessment or charge becoming delinquent.
3. Upon the request of Mortgagee, Mortgagor shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagor shall not, without Mortgagee's prior written consent, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.
4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee; and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.
5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, the Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or

* TO BE DELETED WHEN THIS MORTGAGE IS NOT EXECUTED BY A LAND TRUST.

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MAIL TO.....

EAST SIDE BANK
AND TRUST COMPANY
10635 EVERETT AVENUE
CHICAGO, ILLINOIS 60617
312-375-8700

Property of Cook County Clerk's Office

48522206

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time securing payment hereof; no personal liability shall be asserted or set forth against the 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 invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

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

Paul Castillo
Paul Castillo
Alicia Castillo
Alicia Castillo

As Trustee Under A Trust Agreement Dated _____ 19__

and known as Trust No. _____

AND NOT PERSONALLY

By: _____

Its: _____

By: _____

Its: _____

STATE OF ILLINOIS
COUNTY OF Cook } SS

Patricia Provo

a Notary Public

In and for said county and state, do hereby certify that RAUL CASTILLO AND ALICIA CASTILLO, His wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the y signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 30th day of April, 1990

Patricia Provo
Notary Public

My commission Expires: _____



STATE OF ILLINOIS
COUNTY OF _____ } SS

_____, a Notary Public

In and for said County, in the State aforesaid, do hereby certify that _____ of _____ 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 _____ day of _____, 19____

Notary Public

My commission expires: _____

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20. In the event the Mortgagee 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 trustee and in its successors and assigns...

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" when used herein shall include all persons or parties liable for the payment of the indebtedness secured hereby...

18. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagee renders payment in full of all liabilities secured by this Mortgage.

17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. No action for the enforcement of the lien or 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.

15. Upon, or at any time after 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 Mortgagee...

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, a payment of all costs and expenses incurred in the foreclosure proceedings, including all items that are mentioned in the immediately preceding paragraph; second, all other items which are provided for in the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee 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 for foreclosure all expenditures and expenses which may be paid or incurred by or for Mortgagee for attorneys' fees, appraisers' fees, appraisals, searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence its title.

12. "Variable Rate Index" means the rate of interest, or the highest rate it more than one, published in The Wall Street Journal in the "Money Rate" column as the "Prime Rate" for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagee or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or Mortgage, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether created, arising or evidenced hereunder or under the Note or Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever existing or arising, together with attorneys' fees and costs, including reasonable attorneys' fees and costs of prosecuting 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 Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence its title.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee or an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

9. Upon Default, at the sole option of the Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, means any one or more of the events, conditions or acts defined as a "Default" in the Note, including but not limited to the failure of Mortgagee to pay the Note or Liabilities in accordance with their terms or failure of Mortgagee to comply with or to perform in accordance with any representation, warranty, term, provision, condition or agreement contained in this Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances of Mortgagee, or do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, foreclosure, tax lien or title or claim thereon.

7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payment of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or title claim thereon, or redeem from any tax sale or foreclosure affecting the Premises or compromise any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action hereof is authorized, shall be set forth in the Note. Inaction of Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

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