

UNOFFICIAL COPY

05123206

Box 15

My commission expires: _____ (Date)

of **LA SALLE NATIONAL BANK** a National Banking Association

on behalf of the corporation or partnership

(Name of Corporation or Partnership)

(Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 1990

County ss: _____

Attest: _____ Assistant Secretary

SIGNATURES: LA SALLE NATIONAL BANK as Trustee under Trust No. 42788 and not personally

Trustee By: _____ Vice President

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

Commercial Construction Equity Line

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Dollars \$ 40,000.00

Forty Thousand and No/100

plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

The above obligation is due and payable on 4-26-95 if not paid earlier.

Revoiving credit loan agreement dated 4-26-90 with initial annual interest rate of 10.5% All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Equity Credit Line & Security Agreement

The secured debt is evidenced by (List all instruments and agreement secured by this mortgage and the dates thereof):

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

located in Cook County, Illinois

assessments not yet due and N/A

TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and

90232150

16 07:48

COOK COUNTY, ILLINOIS

TRIC SC 25B 28 3

LEGAL DESCRIPTION: Lot 4 in Northbrook Glen, being a subdivision of part of lots 28, 29 and 30 in assessor's division of section 10, township 42 North, range 12 East of the Third principal meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 1150 Lee Rd., Northbrook, Illinois, 60062

REAL ESTATE MORTGAGE: For value received, LaSalle National Bank Trust #47788, mortgage and warrant to you to secure the payment of the secured debt described below, on the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

As Trustee aforesaid and not personally LaSalle National Bank Trust #47788

<p>This instrument was prepared by Mail Hosselink-K (Name) 10 Highwood Ave., Highwood, IL 60040 (Address)</p> <p>Bank of Highwood 10 Highwood Avenue Highwood, IL 60040</p> <p>MORTGAGEE</p> <p>"You" means the mortgagee, its successors and assigns.</p>	<p>MORTGAGOR</p> <p>LaSalle National Bank</p> <p>135 S. LaSalle St.</p> <p>Chicago, IL 60603</p> <p>"I" includes each mortgagor above.</p>
---	---

14 00

And Made A Part Hereof

1071

90232150

UNOFFICIAL COPY

COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me for my benefit will be applied first to any amounts I owe you on the secured debt exclusive of interest or *primo* payments to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will cause the insurance to be paid or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the cost of repair or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or if any obligations secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, my prior mortgage or my obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by laws or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid, in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I or you sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

302332150

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED April 26, 1990 UNDER TRUST NO. 47788

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally, but as trustee under Trust No. 47788 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor or guarantors, if any. The Trustee does not warrant or defend title nor is it responsible for any environmental damage

Trustee's Signature Rider Attached H

90232150

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED April 26, 1990 9 0 UNDER TRUST NO. 47788

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 47788 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. The Trustee does not warrant or defend title nor is it responsible for any environmental damage

90232150

Trustee's Exoneration Rider Attached

UNOFFICIAL COPY

90232150

This instrument was prepared by
 (Name) LA SALLE NATIONAL BANK
 (Address) 10 Highwood Ave., Highwood, IL 60040

Bank of Highwood
 10 Highwood Ave.
 Highwood, IL 60040

MORTGAGOR
 "I" includes each mortgagor above.

MORTGAGEE
 "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, LA SALLE NATIONAL BANK TRUST #4778 As Trustee aforesaid and not personally mortgage and warrant to you to secure the payment of the secured debt described below, on _____, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1150 88E RD. (Street), NORTHBRIDGE (City), Illinois 60062 (Zip Code)

LEGAL DESCRIPTION:

Lot 6 in Northbrook Glen, being a subdivision of part of lots 28, 29 and 30 in assessor's division of section 10, township 42 North, range 12 East of the 1st principal meridian, in Cook County, Illinois.

located in COOK County, Illinois.

TITLE: 1 covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and N/A

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

- Equity Credit Line & Security Agreement
- Future Advances:** All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.
- Revolving credit loan agreement dated** 4-20-90, with initial annual interest rate of 12.25%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on 4-20-95 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Forty thousand and no/100 Dollars (\$ 40,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

- Variable Rate:** The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
- A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.

- Commercial
- Construction
- Equity Line

SIGNATURES: LA SALLE NATIONAL BANK as Trustee under Trust No. 42788 and not personally Assistant Vice President
 attests [Signature] Assistant Secretary

ACKNOWLEDGMENT: STATE OF ILLINOIS, _____ County ss:
 The foregoing instrument was acknowledged before me this 8 day of MAY, 1990
 by William H. Dillon Assistant Secretary
 of LA SALLE NATIONAL BANK a National Banking Association on behalf of the corporation or partnership.

My commission expires: _____
 (Seal)

[Signature]
 (Notary Public)

1091
 292825
 #5X2527

Tereta And Heide A Part Merged

Property of [Name]

1. **Payments** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or from a third party shall be applied first to any amount I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payments against parties who supply labor or materials to improve or maintain the property.
2. **Claims against Title** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee on any fire insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses** I agree to pay all your expenses, including reasonable attorney's fees if I break any covenants in this mortgage or in any obligation assumed by the mortgagee. Attorney's fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 11 of this mortgage.
6. **Default and Acceleration** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any other mortgage secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
7. **Assignment of Rents and Profits** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any amounts you collect shall be applied first to the costs of managing the property, including court costs and attorney's fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payment of the secured debt as provided in Covenant 1.
8. **Waiver of Homestead** I hereby waive all right of homestead exemption in the property.
9. **Leasehold, Condominiums, Planned Unit Developments** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform Duties** If I fail to perform any of my duties under this mortgage, you may perform the duties of a mortgagee. I agree to indemnify and hold you harmless from any liability or expense incurred by you in performing these duties. If any construction on the property is required, you may sign my name or pay any amount if necessary for performance. If any construction on the property is required, you may complete the construction.
11. **Inspection** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation** I agree to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, I do not waive your right to later consider me in default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
15. **Notice** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to the property address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
16. **Transfer of the Property or a Beneficial Interest in the Mortgage** If all or any part of the property or any interest in it is sold or transferred to another person, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment if the above conditions if it is prohibited by federal law as of the date of this mortgage.
17. **Release** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
 DATED April 26, 1990 UNDER TRUST NO. 47788

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 47788 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. The Trustee does not warrant or defend title nor is it responsible for any environmental damage

Trustee's Statement Rider Attached Hereto