

UNOFFICIAL COPY

Document prepared pursuant to the provisions of the Illinois Trust and Savings Bank, attached hereto, in accordance with the provisions of the Illinois Trust and Savings Bank Act.

making of the Property, the proceeds of which shall be applied to the sums secured by this Mortgage, with a cross if any, paid to Borrower. If the Property is abandoned by Borrower or if a later notice by Lender to Borrower that the lender nor others to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is filed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage. Unless Lender and Borrower otherwise agree in writing, any such application of proceeds in principal shall not exceed or postpone the due date of any payment due under the Agreement or change the amount of such payment.

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

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

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

20. **Successors and Assigns Bound; Joint and Several Liability; Capitors.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrowers shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. The term interest as used herein shall mean and include all finance charges under the Agreement.

21. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) notice to Lender shall be given by certified mail, return receipt requested to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given to the master depository herein.

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

23. **Borrower's Copy.** Borrower shall be furnished a confirmed copy of the Agreement and of this Mortgage at the time of execution or after recording hereof.

24. **Revolving Credit Loan.** This Mortgage is given to secure a revolving credit loan and shall secure not only present existing indebtedness under the Agreement but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The term of this Mortgage shall extend to all indebtedness secured hereby, including future advances, from the time of the filing for record in the recorder's or registrar's office of the county in which the Property is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Lender may make under this Mortgage, the Agreement, or any other agreement with respect thereto) at any one time outstanding shall not exceed a maximum principal amount of \$ 90,000.00 plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance in the Property and interest on such disbursements (such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting such liens and encumbrances as are noted on the Property, to the extent of the maximum amount secured hereby.

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25. **Acceleration and Foreclosure.** Lender at its option may declare the applicability of loans under the Agreement, declare all amounts owed by Borrower to Lender under the Agreement to be immediately due and payable, and exercise its rights under the Mortgage if: (a) Borrower fails to make any payment due under the Agreement and secured by this Mortgage; (b) Borrower acts or fails to act in a way that adversely affects any of the Lender's security for the indebtedness secured by this Mortgage, or any right of the Lender in the Property or other security for the indebtedness secured by this Mortgage; or (c) any application or statement furnished by Borrower to Lender is found to be materially false. The Lender's security shall be precluded to be adversely affected if (a) all or part of the Property or an interest therein is sold, transferred, encumbered, or conveyed by Borrower without Lender's prior written consent, excluding the creating of a lien or encumbrance subordinate to this Mortgage; (b) Borrower fails to comply with any covenant or agreement in this Mortgage or the Agreement; or (c) it becomes necessary to enforce the Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and cost of documentary stamps, abstracts and title reports.

26. **Assignment of Benefits; Appointment of Receiver; Lender as Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceptance of such rents, pay to Lender or its assignee all taxes, assessments and charges in respect to collect and retain such rents as they become due and payable.

Upon acceptance under paragraph 26 hereof or appointment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, its person, its agents or its judicially appointed receiver, shall be authorized to enter upon, take possession of and redempt the Property and to collect the rents of the Property including those past due. All rents collected by Lender or its receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, reasonable attorney's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the debts secured by this Mortgage. Lender and the receiver shall be liable to account only for their rents actually received.

27. **Release.** Upon payment of all debts secured by this Mortgage and termination of this Mortgage Lender shall release the Property without charge to Borrower. Lender shall pay all costs of recording, if any.

28. **Waiver of Manufacture.** Borrower hereby waives all right of heretofore claimed in the Property to which she is entitled. Borrower has executed this Mortgage.

MARRIS TRUST AND SAVINGS BANK, AS TRUSTEE
UNDER A TRUST AGREEMENT DATED MAY 24, 1976,
BOOKS AS TRUST NUMBER 8960 AND 8970

Robert S. Giesburg
ROBERT S. GIESBURG
Type of Print Name
Borrower

Paulette K. Robinson
Paulette K. Robinson
State of Illinois
Type of Print Name
Borrower

Paulette K. Robinson
PAULETTE K. ROBINSON
Type of Print Name
Borrower

ROBERT S. GIESBURG PAULETTE K. ROBINSON
Notary Public in and for said County and State, do hereby certify that the above named person(s) whose names appear herein subscribed to the foregoing instrument, expressed before me this day in person and acknowledged that they signed and executed the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of MAY, 1983.

(SEAL)
My Commission Expires

MAIL TO:
J.Y. IRIZARRY
LASALLE BANK LAKEVIEW
3201 N. ASHLAND AVE,
CHICAGO ILLINOIS 60657

OFFICIAL SEAL
Paulette K. Robinson
Notary Public, State of Illinois
My Commission Expires 12/4/83

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Dawn M. Lesniak
a Notary Public, in and for said County, in the State aforesaid, Do hereby Certify, that
Hermin A. Hale

James J. Perner
Vice President of the Harris Trust and Savings Bank and

"OFFICIAL SEAL"
Dawn M. Lesniak
Notary Public, State of Illinois
Cook County
My Commission Expires 11/11/91

Assistant Secretary
of said Bank, who are personally known to me to be the same persons whose names are subscribed to the fore-
going instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act
and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set
forth, and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal
of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and
as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness under my hand and Notarial Seal this 22nd day of June A.D. 1990
Dawn M. Lesniak
Notary Public

8-4704 (N-12-74)

Property of Cook County Clerk

THIS INSTRUMENT (Mortgage or Trust Deed) is executed by the Harris Trust and Savings Bank not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said principal or interest notes or obligations contained shall be construed as creating any liability on the Harris Trust and Savings Bank personally to pay the said principal notes or obligations 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 expressly waived by lender, trustee, or mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Harris Trust and Savings Bank is concerned, the legal holder or holders of said principal and interest notes or obligations and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note or obligation, provided.

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8-4775 (N-14-198)

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Property of Cook County Clerk's Office

LAND TRUST RIDER TO MORTGAGE

Corporation providing real estate
only hereby set forth. Trust and
Savings Bank, stamped on the re-
verse side hereof, is hereby expressly
made a part hereof.

This Rider is dated May 17, 1990, and is a part of and amends and supplements the Mortgage, ("Security Instrument") of the same date executed by the undersigned ("Trustee") to secure an Equity Line of Credit Agreement ("Agreement") of the same date to LaSalle Bank Lake View, a state banking association ("LaSalle"). The Security Instrument covers the property described in the Security Instrument and located at: 1869 PINGSTON RD. NORTHBROOK ILLINOIS, ILLINOIS 60062

The Trustee agrees that the Security Instrument is amended and supplemented to read as follows:

- A. The property covered by the Security Instrument (referred to as "Property" in the Security Instrument), includes, but is not limited to, the right of the Trustee or of any beneficiary of the Trust Agreement executed by the Trustee and covering the Property to manage, control or possess the Property or to receive the net proceeds from the rental, sale, hypothecation or other disposition thereof, whether such right is classified as real or personal property.
- B. The entire principal sum remaining unpaid together with accrued interest thereon, shall, at LaSalle's election and without notice, be immediately due and payable if all or any part of the Property or any right in the Property is sold or transferred without LaSalle's written permission. "Sale or transfer" means the conveyance of property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract, assignment of beneficial interest in a land trust or any other method of conveyance of real or personal property interests. Sale or transfer shall exclude (I) the creation of lien or encumbrance subordinate to this Mortgage; (II) the creation of a purchase money security interest for household appliances; or (III) transfer by devise, descent, or by operation of law upon the death of a joint tenant.
- C. The Trustee warrants that it possesses full power and authority to execute the Security Instrument.
- D. The Security Instrument is executed by the Trustee, not personally but as Trustee in the exercise of the authority conferred upon it as such Trustee under Trust No. 36960. The Trustee is not personally liable on the Agreement secured by the Security Instrument, nor is Trustee liable for (I) any indebtedness arising pursuant to the terms of the Security Instrument; or (II) the performance of any covenant, either express or implied contained in the Security Instrument. All such liability, if any, is hereby expressly waived by LaSalle.

WINDIS TRUST and SAVINGS BANK, as Trustee under Trust Number 36960, and not individually.

WITNESSES:
[Signature]
ATTORNEYS AT LAW

BY: [Signature]
Trust President
LA SALLE BANK

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COURT COUNTY RECORDER

It is my only intention and effect by and before the parties herein to the contrary notwithstanding that much and all of the warranties, covenants, conditions, indemnities, representations and agreements herein contained on the part of the Harris Trust and Savings Bank shall in fact constitute to be the warranties, representations, covenants, indemnities, conditions and agreements of said Harris Trust and Savings Bank and severally each of them, if such warranties, covenants, conditions, indemnities, representations, covenants, conditions, indemnities, representations and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, conditions, indemnities, representations or agreements in this instrument contained, either expressly or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all parties claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust (trustee), nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the beneficiary of its trust; and in the event of any conflict between the provisions of this (occupatory paragraph) and the body of this instrument, the provisions of this paragraph shall control.

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