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This instrument was prepared by:
Charles M. Gibbons
Harris Bank Roselle
(Name)
106 E. Irving Park Rd.
(Address)
Roselle, Ill. 60172

91137049

HARRIS BANK ROSELLE

HOME LINE CREDIT MORTGAGE

Variable Rate - WSJ Prime
5 Yr. Maturity - Interest Monthly

THIS MORTGAGE is dated as of March 18, 1991, and is between Kimon T. Zades and Carol M. Zades, his wife, Mortgagee and the Harris Bank Roselle, Roselle, Illinois ("Mortgagee").

WITNESSETH

Mortgagor has executed a Home Line 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 "Line of Credit"). Payments of accrued interest on the Note shall be due and payable monthly beginning April 20, 1991, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to ONE.50 (1 1/2) 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 THREE.50 (3 1/2) percent per annum in excess of the Variable Rate Index. Mortgagee has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty. The maximum per annum rate of interest on the Note will not exceed 18.50%.

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, and State of Illinois, legally described as follows:

Lot 21 on Block 3 in Shendandoan Subdivision being a subdivision in the South East 1/4 of South West 1/4 of Section 36, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on August 31, 1978 as Document No. 2460235.

Permanent Index Number: 07-36-308-043

DEPT-01 RECORDING \$15.29
14444 TRAN 2188 03/27/91 14:34:00
\$2338 + D *-91-137049
COOK COUNTY RECORDER

which has the common address, 1031 Gloria Dr., Elk Grove Village, Ill. 60007
Permanent Index No. 07-36-308-043 and 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 Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. 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 Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until Default 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.

*To be deleted when this mortgage is not executed by a Land Trust

15 Mar

RE TITLE SERVICES # R3-60511

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11. "Variable Rate Index" means the rate of interest, or the highest rate (more than one, published in *The Wall Street Journal* in the "Money Rates" column on the last business day preceding the date of the change in 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. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event *The Wall Street Journal* discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Bank will select a comparable interest rate index and will notify the Mortgagor of the index selected.

12. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagor for payment of any and all amounts due under the Note or this Mortgage, whether hereunder, now owing or hereafter arising or owing, due or payable, however created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' fees and parafees, less relating to the Mortgagor's rights, remedies and security interest hereunder, including any documents or filings for the Mortgages at any time. Notwithstanding the foregoing or any provisions of the Note, the liabilities secured by this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by Mortgages which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

13. "Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee of 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 Mortgages.

14. Upon Default, at the sole option of Mortgages, the Note and/or any other Liabilities shall become immediately due and payable and Mortgages shall pay all expenses of Mortgages including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgages' rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagor to completely cure any Cause for Default and to deliver to the Mortgages written notice of the completion of the Cure for Default within ten (10) days after the Mortgages advise the Mortgages of the Cure for Default has occurred, and existing, Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagor to pay the Note or Liabilities in accordance with their terms.

15. Mortgages makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgages may 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, forfeiture, tax lien or title or claim thereof.

16. Upon Default by Mortgagor hereunder, Mortgages may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgages, and Mortgages may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgages may purchase, discharge, compromise or settle any tax lien or other lien or claim, hereunder, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees and parafees, and any other funds advanced by Mortgages to protect the Premises or the lien hereof, plus reasonable compensation to Mortgages for each matter concerning which action hereunder is authorized may be taken, and shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a primum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgages shall never be considered as a waiver of any right accruing to Mortgages on account of any Default hereunder or the part of Mortgagor.

17. Mortgages shall have the right to inspect, copy and take possession of all records, books, papers, documents, contracts, correspondence, and other records of Mortgagor relating to the Premises and the business conducted on the Premises, and to require Mortgagor to produce the same for inspection, copying and taking possession of the same. Mortgages shall have the right to inspect, copy and take possession of all records, books, papers, documents, contracts, correspondence, and other records of Mortgagor relating to the Premises and the business conducted on the Premises, and to require Mortgagor to produce the same for inspection, copying and taking possession of the same. Mortgages shall have the right to inspect, copy and take possession of all records, books, papers, documents, contracts, correspondence, and other records of Mortgagor relating to the Premises and the business conducted on the Premises, and to require Mortgagor to produce the same for inspection, copying and taking possession of the same.

18. Mortgages shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail, flood, theft, explosion and malicious damage and such other hazards as may from time to time be designated by Mortgages. Mortgages shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail, flood, theft, explosion and malicious damage and such other hazards as may from time to time be designated by Mortgages. Mortgages shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail, flood, theft, explosion and malicious damage and such other hazards as may from time to time be designated by Mortgages.

19. Each right or remedy of Mortgages with respect to the Liabilities, this 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 Mortgages in exercising, or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or to acquiesce therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgages.

20. 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 Mortgages, and such awards or any part thereof may be applied by Mortgages, after the payment of all of Mortgages' expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgages is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to accept from any such award.

21. Upon the request of Mortgages, Mortgagor shall deliver to Mortgages all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Mortgages, which assignments shall be in form and substance satisfactory to Mortgages; Mortgages shall not, without Mortgages' 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.

22. 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 and charges. To prevent Default hereunder, Mortgagor shall, upon written request, furnish to Mortgages duplicate paid receipts for such taxes, assessments and charges. Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

23. 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, mechanical 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 Mortgages; (d) complete within a reasonable time any building or building now or at any time in 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 Mortgages; (g) refrain from impairing or diminishing the value of the Premises.

24. Further, Mortgagor covenants and agrees as follows:

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13. When the indebtedness secured hereby shall become due and 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 of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' 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 Mortgagee 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 Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee 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. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation 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 preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced, or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

14. 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 immediately 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, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

15. 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 then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee 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, if any, 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. 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 or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.

16. No action for the enforcement of the terms 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.

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

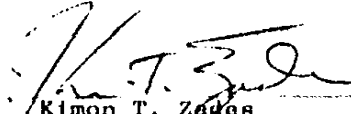
18. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor renders payment in full of all liabilities secured by this Mortgage.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties all have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

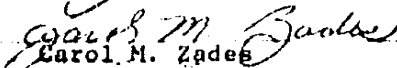
20. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and, insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through 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 Roselle, 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



Kimon T. Zades



Carol M. Zades

As Trustee Under a Trust Agreement
Dated _____, 19____
and known as Trust No. _____
AND NOT PERSONALLY

By _____
Its _____

By _____
Its _____

Office 91137019

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Mail to:
HARRIS BANK ROSELLE
Consumer Loan Dept.
P. O. Box 72200
Roselle, IL 60172



Property of Cook County Clerk's Office

FORM 105

My Commission Expires _____

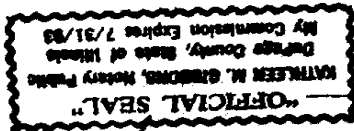
Notary Public _____

Given under my hand and notarial seal, this _____ day of _____, 19 _____

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.

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____

STATE OF ILLINOIS)
COUNTY OF _____)
SS _____)



My Commission Expires 7.31.93

Notary Public _____

Given under my hand and official seal, this 18th day of March, 19 91

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 _____ signed and delivered the said instrument as _____ their free and voluntary act, for the uses and purposes herein set forth.

I, _____ the undersigned _____ Kimon T. and Carol M. Zades, a Notary Public in and for said county and state, do hereby certify that _____

STATE OF ILLINOIS)
COUNTY OF DuPage)
SS _____)

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