19_91_ and is between *(. This Mortgage is dated as of, -----("Mortgagor") known as Trust No. and NBD Park Ridge Bank Park Ridge _, Illinois ("Mortgagee"). 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 \$ 25,000.00----- (the "Line of Credit"). Interest on the Note shall be calculated on the daily ungoing Witnesseth: (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of Wall Street Journal in the "Money Rates" column as the "Prime Rate" on the last business day of each month for the preceding business day. As used in the Note and this Mortgage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The Wall Street Journal is not published. 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 Mortgagee will select a comparable interest rate Index and will notify the Mortgagor of the Index selected. 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 ______ (___2.00%) percent per annum in excess of the Variable Rate Index. Mortgagor 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%. *To Be Deleted When This Mertgage Is Not Executed By A Land Trust. Mortgagor promises to repay all arr sur is of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor shall pay to the Bank the amount due in accordance with the payment option selected below: Monthly payment equal to the accrued interest on the Note. Monthly payments equal to one sixtich (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater. The entire unpaid balance of principal and interests on the Note, if not sooner paid, shall be due and payable on_ March 22 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 Country of ____ _and State of Illinois, legally described as follows: __Cook_ Lot 5 in Knightsbridge Unit 1, being a Subdivision of part of the South East k of the North West k of Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois. COOK COUNTY, VALLEDIS 145608

1981 APR 12 PH 12:

827 Knightsbridge Lane, Schaumburg Common Address:

07-09-120-005 Permanent Identification No.:

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenences, gas, oil, minerals, easements located in, on or 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 conducted) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the remises 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 convenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor 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 building 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, except for prior Mortgages which have been disclosed to Mortgagee, 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 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 Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water 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

PONBO PARK RIDGE DANK THIS INSTRUMENTANTS OF STREET BEEN BY My Commission Expires: ्राप्त हे सुर्वेष करते हैं किया है। अनुसन्ति है ज 61 ' Qiven under my hand and notarial scal, this_ _lo ybb _ tion); as Trustee, for the uses and purposes therein set forth. of said (corporation) (association) to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) (associadid also then and there ackowledge that he, as custodian of the corporate seal of said (corporation), affixed the said corporate seal poration) (association), as Trustee, for the uses and purposes therein set forth; and the said ectnowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (cornespectively, appeared before me this day in person and _bns of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as bna (notisioossa) (notisioopoo) , a Notary Public in and for said County, in the State aforesaid, do hereby certify that My Commission Expires My Commission Expires A. 3.9A عاسر لمسكرت · Notary Public, State of Illinols Stiff # 17 LA sith less # sighter and bash van sehm nevio OFFICIAL SEAL instrument as his/her per and voluntary set for the uses and purposes herein set forth. subscribed to the foregoing instrument, appeared before me this day in person, and acknowied teo that the y signed and delivered the said bersonally known to me to be the same person(s) whose name(s) draditto to soldate bua ., a Motary Public in and for said Courty and State, do hereby certify that Michael A. Frances R. Altieri COOK ON ISINT SE IIWONN DAR ._ Not personally, but as Trustee under a Trust Agreement dated Janike C. Gilbert monce or Nortgagor the day and year set forth above. The undersigned egrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse side of this document which are incorn o ated by reference herein. sagnold sidt to snoisivorg gu be receive and valid under the retent of such provisions of this Mortgage are prohibited by or determined to be invalid under applicable law and provisions of the remainder of just provisions of the remainecontence, with the laws of the State of Illinois. Wherever possible, each provision of this Mongage shall be interpreted in such manner as to At This Mongage, has been made, executed and delivered to Mongagee in. Demarkand be construed Park Ridge if any, being expressly walved in any manner. expenses, including recording fees and otherwise, to release the lien personal liability shall be asserted or be enforceable against the Mor-gagor, as trustee, because of in respect of this Mortgage or the mak-ing, issue or transfer thereof, all such personal liability of the trustee, Mort ges, shall have the right to inspect the Premises at all the permitted for that purpose. The cross the first of this Mortgage and pay all the permitted for the purpose. The cross section of this Mortgage and pay all the configuration of this Mortgage and pay all the configurations are configuration. lateral or guaranty from time to time securing payments hererof; no of the trust estate which in pair is securing the payment hereof, and through enforcement of the provisions of the Note and any other coland available to the party interposing the same in an action at law upon this Morigage shall be subject to any defense which would not be good

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Mirroger or any guaranter of the Note in case of a forcelosure sale and deficiency.

15 No action of the enforcement of the lien or of any provision of

the liter hereof of of the judgment, and the deficiency judgment against

or other them or encumbrance which may be or become superior to any judgment foreclosing this Mortgage, or any tax, special assessment

in whole or in part of the indebtedness secured hereby, or secured by the receiver to apply the net income in the receiver's hands in payment sion, control,management and operation of the Premises. The court in which the forcelosure suit is filled may from time to time authorize

the reputer the more and profits. Such receiver shall also have all other ers which may be necessary or are usual for the protection, posses-

tool or not as well as during any further times when Mortgagor, except the intervention of the receiver, would be entitled to collect

the foreclosure suit and, in case of a sale and a deficiency, during the

antiony period of redemption, it any, whether there be redemp-

BOX 333

the trustee, and insofar as the trustee is concerned, is payable only out ercise of the power and authority conferred upon and vested in it as is executed by the Mortgagor, not personally, but as trustee in the ex-19. In the event the Mortgagor is a land trustee, then this Mortgage

the use of any gender shall be applicable to all genders. The word "Mor-Mongagor shall be jointly and severally obligated hereunder. The singular and singu

persons or parties shall have executed the Note or this Mongage. Each

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 independences secured hereby or any part thereof, whether or not such debtedness secured hereby or any part thereof, whether or not such debtedness secured hereby or any part thereof, whether or not such

18. This Mortgage and all provisions hereof, shall extend to and be

of this Mortgage, if the Mortgager renders payment in full of all Liabilities secured by this Mortgage.

tgagee" includes the successors and assigns of Mortgagee.

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Mortgagor shall per in the runder provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such that, assessment or charge occuming 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 prepayments, 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 is 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 lees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the pame of Mortgagor, to execute and deliver valid acquittance 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, this Mortgage of the Premises shall be in addition to every other remedy or right no or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Lafault shall impair any such remedy or right, or shall be construed to the a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises and all buildings and improvements now or be reafter situated on the Premises insured against loss or damage by fire, 12 thing, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagoe. Mortgagor hall keep all buildings and improvements now or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less then the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall name Mortgagee as an "additional insured" and be payable, in case of loss or damage, to Mortgagee fach insurance policy shall contain a lender's loss payable clause or indorsement, in form and substance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee In case of insurance about to expire. Mortgagor shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at cast 30 days' prior written notice to Mortgagee.
- 7. Upon Default by Mortgagor hereunder, Mortgagor may, but need not make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial rayments 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 other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' 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 herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of the Mortgagor.
- 8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee 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.
- 9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' 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, has

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