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Equity Credit Line Mortgage

THIS EQUITY CREDIT LINE MORTGAGE is made this 24th day of January, 1991 , between the Mortgagor, CAPITOL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT (herein, "Morigagor"), and DATED FEBRUARY 1, 1982 AND KNOWN AS TRUST NUMBER 313
the Mortgagee, The North Trust Company, an Illinois banking corporation, with its main banking office at 50 South La Salle Street, Chicago, Illinois 60675 (herein, "Mortgagee").

WHEREAS, Mortgagor has rate ed into The Northern Trust Company Equity Credit Line Agreement (the "Agreement") dated 1-24-91 balance of 100,000.00 (the "Maximum Condit Amount") - the interior of the the interio (the "Maximum Credit Amount"), plus interest thereon, which interest is payable at the rate and at the times provided for in the Agreement. All amounts occurred under the Agreement plus interest thereon are due and payable on JANUARY 15, 1996 , or such later date as Mortgagee shall spice, but in no event more than 20 years after the date of this Mortgage;

NOW, THEREFORE, to secure to Mortgagee the legayment of the Maximum Credit Amount, with interest thereon, pursuant to the Agreement, the payment of all sums, with interest thereon, advanced in accordance here with to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby nortgage, grant, warrant, and convey to Mortgagee the property located in the County of , State of Illinois, which has the street address of 20 BRINKER ROAD (herein "Property Address"), legally described as: COOK

BARRINGTON, ILLINOIS 60010

"RIDER SEE ATTACHED LEGAL DESCRIPTION,

> 415.29 DEPT-11 RECORDING T#2222 TRAN 8596 04/17/91 16:07:00 昭114 # 28 *-91-177385

Permanent Index Number 01-03-100-038

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, right appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the profess, evered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any my righter, declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagee's interest in the Property.

COVENANTS. Mortgagor covenants and agrees as follows:

- 1. Payment of Principal and Interest. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness incurred pursuant to the Agreement, together with any fees and charges provided in the Agreement.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Agreement and paragraph 1 hereof shall be applied by Mortgagee first in payment of amounts payable to Mortgagee by Mortgagor under this Mortgage, then to interest, fees, and charges payable pursuant to the Agreement, then to the principal amounts outstanding under the Agreement.

If Mortgagor has paid any precomputed finance rance, upon Mortgagor payment of the entire outstanding principal balance and termination of the Equity Credit Line, Mortgagor shall be entitled to a refund of the uncarned portion of such prepaid finance charge in an amount not less than the amount that would be calculated by the actuarial method, provided that Mortgago shall not be entitled to any refund of less than \$1.00. For the purposes of this paragraph the term "actuarial method" shall mean the method of allocating payments made on a debt between the outstanding balance of the obligation and the precomputed finance charge pursuant to which a payment is applied first to the accrued precomputed finance charge and any remainder is subtracted from, or any deficiency is added to the outstanding balance of the obligation.

This document prepared by:

STEBBINS NELSON, ESQ.

50 S. La Salle Street Chicago, Illinois 60675



manner designated herein. 14. Governing Law, Severality: This Margage shall be governed by the laws of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable laws, 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 this Mortgage and the Agreement are declared to be severable; provided that Mortgagee may exercise its termination option provided in paragraph 12 in the event of changes in law after the date of this Mortgage.

- 15. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Agreement and of this Mortgage at the time of execution or after recordation hercof.
- 16. Transfer of the Property; Assumption. To the extent permitted by law, if all or any part of the Property or an interest therein, including without limitation any part of any beneficial interest in any trust holding title to the Property, is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.
- 17. Revolving Credit Loan. This Mortgage is given to secure a revolving credit loan unless and until such toan is converted to an installment loan (as provided in the Agreement), an 1 shall secure not only presently existing indebtedness under the Agreement but 2'so 1 sture advances, whether such advances are obligatory or to be made at the or an of Mortgagee, 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 exercition of this Mortgage, although there may be no advance made at the time of accustion of this Mortgage and although there may be no indebtedness secured here by outstanding at the time any advance is made. The lien of this Mortgage shall L-vaid as to all indebtedness secured hereby, including future advances, from the time of its 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 principal balance of indebtedness secured hereby (including disbursements that Mortgagee may need ander this Mortgage, the Agreement, or any other document with respect there to) at any one time outstanding shall not exceed the Maximum Credit Amount, pl' a interest thereon, and any disbursements made for payment of taxes, special assessments, or insurance on the Property and interest on such diabursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.
- 18. Conversion to Installment Loan. Pursuant to the Agreement, Mortgagee may terminate the Agreement and convert the outstanding indebtedness incurred thereunder to an installment loan bearing interest at the rate set forth in the Agreement and payable in monthly installments of principal and interest over a period of not less than one year and which shall, in any event be due and payable on or before 20 years after the date of this Mortgage. This Mortgage is given to and shall secure such installment loan.

State of Illinois County of

acknowledged that purposes therein set forth. agreement of mortgagor in this Mortgagor including the covenants to pay when due any sums secured by this Mortgage, or the occurrence of an Event of Default under the Agreement, which Events of Default are incorporated herein by this reference as though set forth in full herein. Mortgagee, at Mortgagee's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, may terminate the availability of loans under the Agreement, and may foreclose this Mortgage by judicial proceeding; provided that Mortgagee shall notify Mortgagor at least 30 days before instituting any action leading to repossession or foreclosure (except in the case of Mortgagor's abandonment of the Property or other extreme circumstances). Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts, and title reports.

All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the Agreement, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

20. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder. Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 19 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 19 hereof or abandonment of the Property, and at any time prior to judicial sale, Mortgagee, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Mortgagee or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment in full of all amounts secured by this Mortgage and termination of the Agreement, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagee shall pay all costs of recordation of the release, if any,
- Waiver of Homestead. To the extent permitted by law, Mortgagor heigh, releases and waives all rights under and by virtue of the homestead exemption, saws of Illinois.

IN WITHE WHEREOF, Mortgagor has executed this Mortgage. CAPITOL LANK AND TRUST CO. OF CHICAGO, AS Trustee undfrotrust agreement dated february 1, 1982 AND KNOWN AS TRUST NUMBER 313

This introduced is executed by Carrios BANK AND TRUST OF CHICAGO, and personally bet boken on Trustee, as aforesaid. All the covenants and conditions to be performed here-SSunder by CAPITOL BANK AND TRUST OF CHICAGO and undertaken by it solely as Trustee, as aforesaid, and not individually, and po personal liability shall he asserted on he conin forceable against CAPITOL BANKI AND THUS BIOGRAPHE AND INC. signed and delivered the saidbystrescensor any the ne covenanter ethicinetes action the uses and tions or warranties contained in this instrument. Mukswake

NOTARY PUBLIC

Given under my hand and official seal, this day

My commission expires.

KLOBUKOWSK

To: The Northern Trust Company
BARBARA L. KRAUSS B-A 50 South LaSalle Street

Chicago, Illinois 60675

OFFICIAL SEAL VIČTORIA J. KLOBUKOWSKI NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES IVICIOS

Mortgagor

3. Charges; Liens. Mortgagor shair pay or cause to be paid all taxes, assessments, and other charges, finea, and impositions attributable to the Property that may attain a priority over this Mortgage, leasehold payments or ground rents, if any, and all payments due under any mortgage disclosed by the title insurance policy insuring Mortgagee's interest in the Property (the "First Mortgagee"), if any. Upon Mortgagee's request, Mortgagor shall promptly furnish to Mortgagee receipts evidencing payments of amounts due under this paragraph. Mortgagor shall promptly discharge any lien that has priority over this Mortgage, except the lien of the First Mortgage; provided, that Mortgagor shall not be required to discharge any such lien so long as Mortgagor shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Mortgagee, or shall in good faith contest such lien by, or defend

4. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require; provided that amount of such coverage exceed that amount of coverage required to pay the total amount secured by this Mortgage, taking prior liens and co-insurance into account.

enforcement of such lien in, legal proceedings that operate to prevent the

enforcement of the lien or forfeiture of the Property or any part thereof.

The insurance carrier provisting he insurance shall be chosen by Mortgagor and approved by Mortgagee (w'u.th approval shall not be unreasonably withheld). All premiums on insurance policies shall be paid in a timely manner. All insurance policies and renewals their of shall be in form acceptable to Mortgagee and shall include a standard mortgage clause in favor of and in form acceptable to Mortgagee. Mortgagor shall promptly it it is to Mortgagee all renewal notices and all receipts for paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property duraged, provided such restoration or repair is economically feasible and the scen rity of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to Mortgagee within 30 days from the date notice is mailed by Mortgagee to Mortgagor, that the insurance carrier offers to settle a claim for insurance benefits Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the payments due under the Agreement or change the amount of such payments. If under paragraph 19 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or a deterioration of the Property and shall 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, Mortgagor shall perform all of Mortgagor's abligations under the declaration or covenants creating or governing the conforminium or planned unit development, the bylaws and regulations of the abndominium or planned unit development, and constituent documents. If a subndominium or planned unit development rider is executed by Mortgagor and Occorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 6. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Mortgagee's interest in the Property, including, but not limited to, any proceeding by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest,

including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Mortgagee pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon Mortgagee's demand and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Agreement. Nothing contained in this paragraph 6 shall require Mortgagee to incur any expense or take any action hereunder.

- 7. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Mortgagee's interest in the Property.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. In the event of partial taking of the Property, that fraction of the proceeds of the award with a numerator equal to the total of Loans and other amounts secured immediately before the taking, and a denominator equal to the value of the Property immediately before the taking, shall be applied to the sums secured by this Mortgage, and the excess paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor has offered to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the property or to the sums secured by this Mortgage.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the amount due under the Agreement or change the amount of such payments.

- Mortgagor Not Released. No extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by historigance to any successor in interest of the Mortgagor shall operate to release, it any manner, the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
- 10. Forebearance, by horigagee Not a Walver. Any forebearance by Mortgagee in exercising ary light or remedy under the Agreement, hereunder, or otherwise afforded by applicatic law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance of the payment of laxes or other liens or changes by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements here't contained shall bind, and the rights, hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Mortgagor 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.
- 12. Legislation Affecting Mortgagee's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Mortgage unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums accured by this Mortgage and may invoke any remedies permitted by paragraph 19.
- 13. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Mortgagor provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the

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THAT PART OF THE WEST 1 OF THE NORTHWEST 1 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, THAT IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1: THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST 1 504 FEET MORE OR LESS TO A POINT 2378 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHWEST 1; THENCE NORTH 89 DEGREES 57 MINUTES EAST IN A STRAIGHT LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1 233.0 FEET; THENCE NORTH 37 DEGREES 24 MINUTES EAST IN A STRAIGHT LINE 134.50 FEET TO A POINT 314.80 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1, AS MEASURED ON A LINE PARALLEL WITH THE NORTH LINE THEREOF (HEREIN REFERRED TO AS THE PLACE OF BEGINNING); THENCE NORTH 86 DEGREES 05 MINUTES EAST (NORTH 86 DEGREES 04 MINUTES 12 SECONDS EAST - MEASURED), A DISTANCE OF 198.45 FEET (199.83 FEET - MEASURED): THENCE SOUTH O DEGREES OR MINUTES 50 SECONDS EAST (SOUTH O DEGREES 10 MINUTES 25 SECONDS EAST - MEASURED); ALONG A LINE WHICH IF EXTENDED WOULD INTERSECT THE SOUTHERLY LINE OF SAID NORTHWEST 1 AT A POINT 513.43 FIFT EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1 (AS MEASURED MONG SAID SOUTHERLY LINE); A DISTANCE OF 99.53 FEET (99.88 FEET - MEASURED): THENCE NORTH 89 DEGREES 51 MINUTES 10 SECONDS EAST (NORTH 89 DEGREES 49 MINUTES 35 SECONDS EAST - MEASURED); A DISTANCE OF 152.49 FEET (152.71 FEET - MEASURED); THENCE NORTH O DEGREES OB MINUTES 50 SECONDS WEST (NORTH O DEGREES OF MINUTES 33 SECONDS WEST - MEASURED); A DISTANCE OF 338.88 FEET (339.00 FEET - MEASURED); THENCE SOUTH 86 DEGREES 22 MINUTES 05 SECONDS EAST, A DISTANCE OF 644.05 FEET TO A POINT IN THE CENTERLINE OF BRINKER ROAD 2061.61 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1 (AS MEASURED ALONG THE CENTERLINE OF SAID ROAD); THENCE NORTH ALONG THE CENTERLINE OF SAID ROAD TO A POINT 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1; THENCE WEST A DISTANCE OF 655.70 FEET MORE OR LESS TO A POINT 644.10 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1 AND 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 4; THENCE SOUTH A DISTANCE OF 759.0 FEET TO A POINT 642.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 4; THENCE SOUTH 89 DEGREES 43 MINUTES 52 SECONDS WEST - MEASURED ON A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 4; A DISTANCE OF 387.0 FEET (387.86 FEET - MEASURED); TO A POINT WHICH IS 255.0 FEET EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH 3 DEGREES 59 MINUTES 34 SECONDS EAST - MEASURED; A DISTANCE OF 851.30 FEET MORE OR LESS (851.45 FEET - MEASURED) TO THE POINT HEREINBEFORE MENTIONED AS THE PLACE OF BEGINNING (EXCEPT THAT PART OF SAID PROPERTY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTER LINE OF FRINKER ROAD 1476.15 FEET (AS MEASURED ALONG SAID CENTER LINE) SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1; THENCE NORTHERLY ALONG THE CENTER LINE OF BRINKER ROAD 185.55 FEET TO AN ANGLE POINT IN SAID CENTER DINE, CONTINUING THENCE NORTHERLY ALONG THE CENTER LINE OF BRINKER ROAD A DISTANCE OF 630.60 FEET TO A POINT 660.0 FEET SOUTH OF THE NORTH LINE & OF SAID NORTHWEST 1; THENCE WEST A DISTANCE OF 655.70 FEET MORE OR LESS TO A POINT 644.10 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 4 AND 660.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1; THENCE SOUTH A DISTANCE OF 759.0 FEET TO A POINT 642.0 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1, CONTINUING THENCE SOUTH O DEGREES 22 MINUTES 46 SECONDS EAST MEASURED ALONG THE SAME STRAIGHT LINE A DISTANCE OF 57.11 FEET (57.09 FEET - MEASURED); THENCE NORTH 89 DEGREES 40 MINUTES 20 SECONDS EAST - MEASURED, PARALLEL) WITH THE NORTH LINE OF SAID PROPERTY A DISTANCE OF 655.60 FEET (655.68 FEET - MEASURED); TO THE POINT OF BEGINNING), CONTAINING 15.93 ACRES MORE OR LESS, IN COOK COUNTY, ILLINOIS, SUBJECT TO ROADS AND HIGHWAYS. IF ANY.

P.I.N: 01-03-100-038