



NBD Woodfield Bank

Home Equity Account Revolving Credit Mortgage Variable Rate 701258007

This Mortgage is dated as of

April 30

, 19 91 and is between "The First National Bank and
Trust Company of Barrington", not personally, but as Trustee under a Trust Agreement dated July 6, 19 82, and
known as Trust No. 11-2711,* now known as HARRIS BANK BARRINGTON, N.A. ("Mortgagor")
and NBD Woodfield Bank Schaumburg, Illinois ("Mortgagee").**Witnesseth:**

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 \$ 20,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to one (1.00 %) percent per annum in excess of the Variable Rate Index. As used in the Note and this Mortgage, "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The 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 four (4.00 %) 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 Mortgage Is Not Executed By A Land Trust.**

Mortgagor promises to repay all amounts 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:

XXMonthly payment equal to the accrued interest on the Note.

† Monthly payments equal to one sixtieth (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater.

The entire unpaid balance of principal and interest on the Note, if not sooner paid, shall be due and payable on March 30, 19 96.

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, Assign 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:

That part of Lot 15 lying South of a line drawn at right angles to the East line of said Lot from a point 60 feet south of the Northeast corner of said Lot and also that part of Lot 16 lying North of a line drawn at right angles to the East line of said Lot 16 drawn from a point 45.60 feet South of the Northeast corner of said Lot 16, all in Unit 1 of Lexington Fields, a Subdivision of parts of Sections 13 and 24, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

. DEPT-91 RECORDING \$14.00
. T408808 TRAN 1727 05/30/91 15:37:00
#6123 IF F1 *--#1-258007
COOK COUNTY RECORDER

Common Address: 404 Lexington Dr., Schaumburg, IL 60173

Permanent Identification No.: 07-13-303-011

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appurtenances, 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 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 no 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 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.

2. 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

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The seal of the Commonwealth of Massachusetts, featuring a central shield with a Native American figure holding a bow and arrow, surrounded by a circular border with the words "SIGILLUM REIPUBLICÆ MASSACHUSETTENSIS". Above the shield is a crest depicting a bent arm holding a broadsword, and above that is a helmet.

The seal is circular with a five-pointed star at the top. The outer ring contains the text "THE COMMONWEALTH OF MASSACHUSETTS". The inner circle features a Native American figure holding a bow in one hand and an arrow pointing downward in the other. A five-pointed star is positioned at the bottom center of the inner circle.

22. This mortgagee has the right to sue for the payment of the State of Illinois. However, each provision of this Mortgage shall be construed 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.

The undersigned agrees 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 incorporated by reference herein.

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

Witness the hand _____ and seal _____ of Altagracia for the day and year set forth above.

HARRIS BANK BARRINGTON, N.A. F/K/A The
First National Bank and Trust Company
of Barrington

Madd To And Prepared By:

NBD Woodfield Bank

18. This Mortgagee and all Protees hereof, shall extend to and bind up
or through all persons or parties liable for the payment claimings by, under
also include all Protees liable for the word "Mortgagor," when used herein shall
debtors succeed to all Protees liable for the payment of the instrument of the in
or through Mortgagor. The word "Mortgagor," when used herein shall
also include all Protees liable for the payment claimings by, under
Liaibilities accrued by this Mortgagee, in full or all
of this Mortgagee, the Mortgagor renders payment
of any sum accrued by this Mortgagee.

19. In the event the Mortgagor is a Land trustee, then this Mortgage
is executed by the Mortgagor, not personally, but a trustee in as
the case of the power and authority conferred upon and vested in as
the trustee, and inssofar as the trustee is concerned, is payable only out
of the trust estate which in part is securing the payment hereof, and
through contribution of the provisions of the Note and any other collat-
eral security, and inssofar as the trustee is concerned, is payable only out
of the trust estate which in part is securing the payment hereof.

20. The use of any gender shall be applicable to all genders. The word "Mor-
tgagor shall include the plural shall mean the singular and
singular shall include the plural, the plural shall mean the singular and
the use of any gender shall be jointly and severally obligated hereunder. Each
Mortgagor shall be jointly and severally obligated hereunder. Each
persons of the parties shall have succeeded the Note or this Mortgage. Each
Mortgagor shall be jointly and severally obligated hereunder. Each
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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 "Mor-
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the use of any gender shall be applicable to all genders. The word "Mor-

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The proceeds of my lecture tour shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incurred in the lecture tour; second, to the immediate proceeds of the lecture tour; third, to the lecture societies; fourth, to the students and the professor's heirs, legal representatives, successors or assigns.

leaser, mortgagor, trustee, lessee, grantee by virtue of a conveyance of any kind, mortgagee, trustee of any beneficiary or occupant of an condominium, contractor of any kind, conveyancer, trustee of the premises, or any party thereto, or as of lessor, or assignee of the premises, or any beneficial interest or power of disposition in a land or ownership of any beneficial interest or power of disposition in a land within control of Mortgagor.

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 Mortgagor written notice of the complete cure of the Cause for Default under the Note and includes the failure of the Mortgagor to pay the Note or Lender's expenses in accordance with these terms.

9. Upon reaching a certain point of maturity, the Note and/or any other liabilities shall become immediately due and payable and Morgan Stanley shall pay all expenses of Maturity including attorney's fees and all expenses incurred in connection with this Note.

8. If Montague makes any payment authorized by this Management Agreement to banks, accountants, attorneys, liens, security interests or encumbrances, Montague may do so according to any bill, statement or estimate Montague may receive from the attorney, accountant, bank, or other party billing such funds without incurring liability to the parties to this Management Agreement, provided that Montague has no knowledge of such bill, statement or estimate or of the facts upon which it is based, and provided further that Montague has no knowledge of any fact which would reasonably lead him to believe that such bill, statement or estimate is inaccurate, erroneous or misleading.

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This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a national banking association, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated July 6, 1982 and known as Trust no. 11-2711 (hereinafter "the Trust"). In the exercise of the power and authority conferred upon and vested in it as such Trustee,

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the Trust; and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust, and HARRIS BANK BARRINGTON, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, N.A. on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, all such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON, N.A. has no obligations or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said Company has no right to any of the rents, moneys and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Except as against the trustee, nothing herein contained shall limit the right of any party to this instrument to enforce the personal liability of any other party to this instrument.

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