

Home Equity Acrount Revolving Credit Vortage Vor able Rate 91293850

, 1991—and is between ************************* This Mortgage is dated as of knowneen war knowneen knowneen

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 (1.0 %) percent per annum in excess of the Variable Rate Index. the Note at the per annum rate equal to 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. equal to three 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 Mort page Is Not Executed By A Land Trust.

Mortgagor promises to repay all arounds of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor shalf 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.

[3] Monthly payments equal to one sixti in (1/60th) of the principal balance outstanding on the Note or \$10000, whichever is greater.

The entire unpaid balance of principal and interests on the Note, if not sooner paid, shall be due and payable on June 6 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 Curve,. Warrant and Mortgage unto Mortgagoe, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the Countral Cook and State of Illinois, legally described as tollows:

UNIT NO. 3 AS DELINEATED ON SURVEY OF 10" 12 IN BLOCK 5 IN RIVER GROVE ESTATES, BEING A SUBDIVISION IN THE NORTH EAST PROTITIONAL 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GOOD STATE AND STREET AND PRINCIPAL MERIDIAN, IN GOOD STATE AND STREET AND STREET AND STREET AND STREET AND ARABE RECORDED IN THE OFFICE OF THE NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19841962, TOGETHER WITH AN INDIVIDED 33 1/3 PERCENT INTEREST IN SAID LOT 12 IN RIVER GROVE ESTATES (EXCEPT THEREFROM ALL OF THE PROPERTY AND SPACE KNOWN AS 07175 1 TO 3 BOTH INCLUSIVE AS SAID UNITS ARE DELINEATED ON SAID SURVEY' IN COOK COUNTY, ILLINOIS.

912968 30

DEPT-01 RECURPING TH2222 TRAN 2465 06/18/91 14:29:00 48558 # 18 *--91--293850 COOK COUNTY RECORDER

8141 Walsh, River Grove, II. 60171

12-26-205-037-1003 Perifficient Identification No.:

Common Address:

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, appartenueses, 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 heaffigus, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shafes, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Arganises or hereafter creeted, 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 fien 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 disall-hing the column of the Promises. 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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Mortgagor shall pay in full under protest in the regimer provided statute, any tax, assessment or charge which if rtga to an exterior contest prior to such tax, assessment or charge to be in ing delined.

- 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' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name 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 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 Mortgagee in exercising, or mitting to exercise, any remedy or right accruing on Default shall in pair any such remedy or right, or shall be construed to be a waiver of a sy such Default, or acquiescence therein, or shall affect any subsequent retail of the same or different nature. Every such remedy or right two be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- Mortgagor shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, fightning, windstorm, valida is mand malicious loss or damage by fire, lightning, windstorm, valida is an and malicious amage and such other hazards as may from time to 'ane be designated by Mortgagee. Mortgagor shall 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 care. Each insurance policy shall be for an amount sufficient to pay in hall the east of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the horizon Mortgagor shall obtain liability insurance with respect to the Prein ses 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. Each insurance policy shall contain a tender's loss payable clause or endorsement, 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 renesval 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 least 30 days' prior written notice to Mortgagee.
 - 7. Upon Default by Morigagor hereunder, Morigagee 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 payments of principal or interest on any encumbrances, hens 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' lees, 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 bereunder 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

- the same meaning as defined in the Note and includes the failure of the Mo tgager to to me end, cure any Cause for Default and to deliver to the Lory cree within the lice of the complete cure of of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgagor that a Cause for Default has occurred and is 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 the Mortgagor to pay the Note or Liabilities in accordance with their terms.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor 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 Mortgagee.
- II. "Liabilities" means any and all habilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever 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' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests bereunder, including advising the Mortgagee or drafting any documents for the Mortgagee 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 Mortgagee which are authorized hereunder and attorneys' and paralegals' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.
- 12. When the indebtedness secured hereby shall become due 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, 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, Forrens certificates, tax lieu 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 fore to sure sale. All of the foregoing items, which may be expended after cetry of the foreclosure judgment, may be estimated by Mortgagee. All expendances 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 squivalent to the post maturity interest rate set forth in the Note. This pargraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with 61 are proceeding, including without limitation, probate and bankruptey is occedings, to which Mortgagee shall be a party, either as plaintiff, cleanant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of anya for the foreclosure of this Mortgage after accrual of the right to forcelose son their or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note of any instrument which secures the Note after Default, whether or not ac hally commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security bereof, whether or not actually commenced.
- 13. 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 paragraphs; 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 herem 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.
- 14. 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 sile and a centered, during in full statutory period of redemption, if anyly hat fur 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.

15. No action for the enforcement of the lien 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.

 Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
 Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Morgage of the Mortgagor renders payment in full of all histories secured by his Mortgage.

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

18. this Mongage 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 shall 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.

19. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the Mortgagor, 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 payments hereof; no personal liability shall be asserted or be enforceable against the Mortgagor, 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.

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20. This Mortgage has been made, executed and de	livered to Mortgagee in_	Glenview	, Illinois, and shall be construct
in accordance with the laws of the State of Illinois be effective and vaild under applicable law. If any such provisions shall be ineffective to the extent of sting provisions of this Mortgage.	. Wherever possible, each provisions of this Mortga	i provision of this Mortgage st se are prohibited by or determ	nall be interpreted in such manner as and inned to be invalid under applicable law.
The undersigned agrees to the terms of t is mostle of this document which are incorporated by	rtgage set forth above a sy reference herein.	nd to the additional terms a	nd provisions set forth on the reverse
Witness the hand 8 and seal 8 of Mont	was in the day and wour s	er forth about ALL	
Witness the hand 2 and scar of work	garjor the day and year s		\supset
	C'	Robert Bassett	.)
	0	Malya H. Dax	and thinly Nager
	OZ.	MariAyn A. Basi	sett, Kormeyly A. Kasper
		Not personally, but as Tri	ustee under a Trust Agreement dated
			, and known as Trust No
		Ву:	
State of Hilmois	\	W.	
suite of Impos) SS		
County of Cook)		
l. Mary K. Schultz Marilyn Λ. Bassett	a Notary Public in and for	or said County and Sone, do he	ereby certify that Robert Bassett
subscribed to the foregoing instrument, appeared b	before me this day in pers	on, and acknowledged that	L_he_y_ signed and delivered the said
instrument as his/her free and voluntary act, for t	he uses and purposes her	ein set forth.	
Given under my hand and notarial seal this 6	ith day ofJ	une , 19 91	
My Commission Expires: 19-14-92	,) Aller God	14 17 1800
My Commission Expires:	M. L. Charles . Annual Control of the Control of th	Notary Public	
State of Illinois)) SS	• !	C C
County of) (36.7	,	
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l ₁	a Notary Public	in and for said County, in th	e State aforesaid, do hereby certify that
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aof said (corporation) (association) personally known	(corporation) (ass	ociation) and	begribad to the formaine instrument us
such and and		, respectively, appear	ed before me this day in person and
acknowledged that they signed and delivered the said	d instrument as their own:	free and voluntary acts, and as	the free and voluntary act of said (cor-
poration) (association), as Trustee, for the uses and did also then and there acknowledge that he, as cur	I purposes therein set for stodion of the cornorate s	th; and the saideal of said (corporation) (asse	ejation), affiked the said corporate seal
of said (corporation) (association) to said instrument	t as his own free and volun	tary act, and as the free and vo	luntary act of Said (copporation) (associa-
tion), as Trustee, for the uses and purposes therei			
Given under my hand and notarial seal, this	day of	. 19	· 63/
My Commission Expires:	-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	N. S. B. L.	
		Notary Public	Com
Prepared by: G. Chapman, 2801 Pfin			
Mail recorded mortgage to: NBD G	lenbrook Bank, 28	01 Pfingsten Rd., Gl	enview, IL 60025