

This Mortgage is dated as of June 3, 1992, and is between Columbia National Bank,  
of Chicago, not personally, but as Trustee under a Trust Agreement dated March 15, 1989, and  
known as Trust No. 3076, ("Mortgagor")  
and NBD Skokie Bank, N.A., 8001 N. Lincoln Ave., Skokie, Illinois ("Mortgagee").

**Witnesseth:**

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagor (the "Note") in the principal amount of \$ 50,000.00 (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 Half (.5 %) 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 Mortgagor 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 Two and One Half (2.5 %) 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:**

- Monthly payment equal to the accrued interest on the Note.  
 Monthly payments equal to one sixteenth (1/60th) of the principal balance outstanding on the Note or \$100,000, whichever is greater.

The entire unpaid balance of principal and interest on the Note, if not sooner paid, shall be due and payable on June 3, 1997.

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:

DEPT-01 RECORDING \$27.50  
T81111 IRAN 2733 06/15/92 13:11:00  
45' 6" 4280.88

See attached legal description

Common Address: 7650 N. Nova, Niles, IL 60640

Permanent Identification No.: 10-30-117-017

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, curtains, 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.

**Parther, 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 in 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 amounts,**

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 Mortgagor, 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 Mortgagor; (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 Mortgagor; (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 Mortgagor duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder



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In, Upon, or in any time after the filing of a complaint to prosecute this Mortgagee, 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 notice, without notice, without notice, or before notice of the Premises, the receiver's appointment may be made either before or after notice, without notice, without notice, or before notice.

Montgomery, S. (1993). Revising the model of social support. In J. P. Vincent & J. C. Vincent (Eds.), *Advances in social support* (Vol. 1, pp. 1-22). Greenwich, CT: JAI.

13. The prime cause of my indecision was the small but definite and up-kept  
expenses incidental to the negotiations preceding my departure; but the intense  
desire following order of priority; first, an account of all costs and  
losses mentioned in the immediately preceding paragraph, including  
all other items which were under the terms of this Article.

**compliance**)

the validity of the law, encumbrance, security interest, tax lien or title of claim thereof.

28. In most public health and primary care settings in the United States, the physician's role is to provide medical services and to prescribe medications. The physician's role is to provide medical services and to prescribe medications. The physician's role is to provide medical services and to prescribe medications.

To Mortgagor  
In consideration of my Debt until hereunder on the part of the

7. Upon Death by Motor vehicle accident in any form and manner described excepted by Motor vehicle  
not make any payment or performance in any case but paid out of Motor vehicle  
hereunder in any form and manner described excepted by Motor vehicle  
and Motor carriage in any form and manner described by Motor vehicle  
provided or inserted on any encumbrance, less or security interest  
afflicting the Purchaser and Motor vehicle any purchase, disposition,  
condemnation or title of the claimant, or  
or redeem from any less than the original less or title of the claimant, or  
conveyance or title of the claimant, or  
or conveyance or title of the claimant, or  
herein contained and all expenses paid or incurred in connection  
with such action or suit, and any other funds  
demanded by Motor vehicle to prosecute the Purchaser or the lessor, plus  
expenses of compensation in Motor vehicle to prove the Purchaser, plus  
which action or suit may be taken, shall be so  
done and paid by Motor vehicle hereinafter  
described herein and paid before conviction  
of Motor vehicle in any form and manner described by Motor vehicle  
not make any payment or performance in any case but paid out of Motor vehicle  
hereunder in any form and manner described excepted by Motor vehicle  
and Motor carriage in any form and manner described by Motor vehicle  
provided or inserted on any encumbrance, less or security interest  
afflicting the Purchaser and Motor vehicle any purchase, disposition,  
condemnation or title of the claimant, or  
or redeem from any less than the original less or title of the claimant, or  
or conveyance or title of the claimant, or  
or conveyance or title of the claimant, or

can be eligible by the insurance company without at least 30 days prior notice of the cancellation.

5. No remedy or right of action against the underwriter shall be extinguished, except  
within one year from the date when such underwriter first knew or should have known  
of any fact which would give him notice of the existence of any claim or cause of  
action, unless the same is brought within five years from the date when such  
underwriter first knew or should have known of the same.

mechanisms used to protect from any such variants.

exercisable of the power of eminent domain, or the taking of the premises for public use or private uses, may be used to interfere with the exercise of the power of eminent domain, or the taking of the premises for public use or private uses.

# UNOFFICIAL COPY

## LOT SEVEN----- (?)

In Block Five (5) all in Harlem Howard Waukegan Subdivision, being a Subdivision of Lots 8, 9, 10, 11 and 12 in Circuit Court Partition of the South Half (1/2) of the Northeast Quarter (1/4) of the North Half (1/2) of the Southeast Quarter (1/4) and the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of Section 25, Township 41 North, Range 12, East of the Third Principal Meridian, and also that part lying West of the East line of Road of the Northwest Quarter (1/4) of Section 30, Township 41 North, Range 13, East of the Third Principal Meridian, and all in Cook County, Illinois, Excepting that from that part of Lot 8 described as follows: Beginning at a point on the East line of aforesaid Lot 8, 84.25 feet North of the Southeast corner of said Lot 8, running thence West along a line parallel with the North line of said Lot 8, a distance of 133 feet, thence Northwesterly parallel with the East line of said Lot 8, a distance of 50.6 feet, thence East parallel with the North line of said Lot 8, a distance of 133 feet to the East line of said Lot 8, thence Southeasterly along the East line of said Lot 8, a distance of 50.06 feet to the place of beginning, according to Plat registered as Document Number 1406623.

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