

## NBD Bank Evansten H.A. Home Equity Adount Revolving Credit Mortgage Variable Rate

This Mortgage is dated as of	June_11		d is between *(	
known as Trust No	, not personally, but as T	rustee under a Trus	st Agreement dated	19 an
known as Trust No and NBDBank_Evanston,	"),oreaet ur vartet at	IUMaijua5Ko	Evanston	llinois ("Mortgagor").
ma (VDI)		• • • • • • • • • • • • • • • • • • • •	32461632	minima ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (
	W	itnesseth:	_	
Mortgagor has executed a Revolving Cramount of \$15,000.00********************************	(the "Line of Credit"). Inter on One o	est on the Note sha 	all be calculated on the daily un percent per annum in excess of t, or the highest rate if more that siness day of each month for the turday or Sunday or general leg. Rate Index will be the first day uate under the Note from month blicable to all the outstanding ind street Journal discontinues the p Index and will notify the Mortga in or otherwise, shall be calculate	paid principal balance of the Variable Rate Index an one, published in The preceding business day al holiday on which The of the next billing cycle to month with or withous ebtedness under the Not bublication of the "Prime gor of the Index selected ed at the per annum rate
equal to One aggregate unpaid the Note will not exceed 18%.	( 1 %) percent per a	nnum in excess of th	he Variable Rate Index. Mortgag	or has the right to prepa
*To Be Deleted When This Mortgag	e Is Not Executed By A Lan	d Trust.		
Mortgagor promises to repay and arrow account statement, the Mortgagor shall Monthly payment equal to the	pay to the Bank the amount	the Note. On or be due in accordance	fore the payment date shown on with the payment option selecte	the Mortgagor's monthled below:
☐ Monthly payments equal to one	taxti.th (1/60th) of the princip	al balance outstand	ling on the Note or \$100.00, wh	ichever is greater.
The entire unpaid balance of principal a				
To secure payment of the indebtedness of the Note, Mortgagor does by these particles the real estate situated, lying and be a secure of the real estate situated.	resents Corac Warrant and	Mortgage unto Mo	ortgagee, all of Mortgagor's estat	e, right, title and interes
LOT 14 (EXCEPT THE SOUT EVANSTON GOLF MANOR FIR OF THE EAST 1/2 OF THE	ST ADDITION BEING A	SUBDIVISION O	F LOTS 5 IN THE SUBDIV	VISION
THEREOF) OF SECTION 22, MERIDIAN, IN COOK COUNT	TOWNSHIP 41 NORTH,	RANGE 13, EAS	T OF THE THIRD PRINCIS	PAL
HEREBERHY, IN COOK COOK	, 101110101		. DEP1-01 RECORDING	
		COUNTY	T+1111 TRAH 0493 +7993 ← A ★ — - COOK COUNTY RE	3 06/25/92 09:22:00 92-461032
RELTITLE SERVICES # 126 -	1442	12		
				•
			0.	92461032
	8511 Keystone, Skoki 10-22-212-016 & 046	e, Illinois	60076	
Permanent Identification No.: which is referred to herein as the "Pren	ises", together with all improve			
located in, on or over or under the Pre heat, gas, air conditioning, water, light shades, storm doors and windows, flo	, power, refrigeration or venti-	lation (whether sing	gle units or centrall / cor trolled)	and all screens, window
netalled or placed on or in the Premises				

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.
- 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 foreclosure suit and, in case of a sule and addiction sy, during the full statutory period of redemption, if any, whether 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

16. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 17. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien

of the Mortgagor renders payment in full of all this Mortgage. of this it fortgages 18. This Mortgage 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 colfateral or guaranty from time to time securing payments hererof; 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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in accordance with the laws to	of the fate of Illinois. Wherever possible, exapplicable law. If any provisions of this Mort ective to the extent of such prohibitions or inval-	Evanston , Illinois, and the provision of this Mortgage shall be interpreted gage are prohibited by or determined to be invalid tidity, without invalidating the remainder of such providing t	in such manner as to under applicable law.
The undersigned agrees to side of this document which	the terms of this mortgage set forth above h are incorporated by reference herein.	and to the additional terms and provisions set t	forth on the reverse
Witness the hand and	d seal of Mortgagor the day and year	set forth above.	The La
NBD BANK EVANSTO 1603 Orrington A Evanston, Illino	venue is 60204	Spanan Jaile	ven R. Kailer da S. Kailer
Prepared By: K.	Modloff/A. Anthony	, 19,, and known as T	-
State of Illinois	) ) SS	9246	<b>1032</b> —
County of Cook		C1/2	
subscribed to the foregoing in instrument as his/her free and	nstrument, appeared before me this day in perd voluntary act, for the uses and purposes hotarial seal this		nd delivered the said
County of			
	, a Notary Publ	lic in and for said County, in the State aforesaid, de	
a	(corporation) (as	sociation) and	
such	and	e persons whose names are subscribed to the fore	day in person and
poration) (association), as Trudid also then and there ackow of said (corporation) (association)	istee, for the uses and purposes therein set for yiedge that he, as custodian of the corporate	of free and voluntary acts, and as the free and volunt orth; and the said	e said corporate seal
Given under my hand and no	narial seat, this day of		
My Commission Expires:			

Notary Public

- 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 reni 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 omitting to exercise, any remedy or right accruing on Defruit shall impair any such remedy or right, or shall be construed to be a waiver of any such Default; or acquiescence therein, or shall affect any robsequent 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 herafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazart's is may from time to time be designated by Mortgagee. Mortgagor shall keep all buildings and improvements now or herafter situated on the I minises insured against loss or damage by flood, if the Premises is legated in a flood hazard zone. Each insurance policy shall be for an insurance sufficient to pay in full the cost of replacing or repairing the hildings and improvements on the Premises and, in no event less than 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. Mortgagor shall deliver all insurance satisfactory to Mortgagee. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be respective dates of expiration. Each insurance policy shall not be 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 Mortgagor hereunder, Mortgagee 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, liens or security interests affecting the Premises and Mortgagee may purchase, dis narge, 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 psyable 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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