

This Mortgage is dated as of

JULY 16

, 19 92 and is between

known as Trust No.)
and NBD Arlington Heights Bank, Person(s) by whom Promised to Pay Agreement dated and known as ("Mortgagor")
RONALD W. HAWKS AND MARILYN A. HAWKS, his wife
Arlington Heights, 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 (.50 %) 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 Four (4.0 %) 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 sixtieth (1/60th) of the principal balance outstanding on the Note or \$100.00, whichever is greater.

The entire unpaid balance of principal and interests on the Note, if not sooner paid, shall be due and payable on July 16, 19 97.

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 Mortgagor, 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:

LOT 1 IN DYSLIN WOODLANDS, BEING A RESUBDIVISION OF LOT 5 IN WOODCLIFF, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$25.00
T#5555 TRAN 9267 07/28/92 14:29:00
#6289 # *-92-553445
COOK COUNTY RECORDER

Common Address: 4781 Woodcliff Lane, Palatine, Illinois 60067

Permanent Identification No.: 02-35-100-103

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 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 Mortgagor, 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. Mortgagor 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 Mortgagor 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 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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Nouvelles

My Commission Express:

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did also then and there acknowledge that he, as custodian of the corporate seal of said corporation (association), affixed the said corporate seal of said corporation (association) to said instrument as this own free and voluntary act, and is the free and voluntary act of said corporation (association), and is the free and voluntary act of said corporation (association) to seal

such acknowledgement that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said car-

of said (corporation) (association) and _____ (corporation) (association) and _____ (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as

I. **A** Notary Publics in and for said County, in the State where said, do hereby certify that

County of _____

MY COMMISSION EXPIRES 10/6/96
NOTARY PUBLIC, STATE OF ILLINOIS
ARLENE BUCKINGHAM Public

subscribed to the foregoing instrument, appended before me this day in person, and acknowledged under his/her free and voluntary act, for the uses and purposes herein set forth.

HAWKS & MARILYN A. HAWKS, his wife, per sonally known to me to be the above person(s) whose name(s) are RONALD W. ARLENE BUCKINGHAM, a Notary Public in and for said County, and State, do hereby certify that

County of COOK

State of Illinois

_____, 19_____, and known as Trust No. _____

Attinirton Heights, IL 60004
Not personally, but as Trustee under a Trust Agreement dated

NBD Arlinghton Heights Bank
300 East Kesington Road
Navy Pier, IL 60401-2000

Saint Lucia

use of this document which are not covered by reference herein.

These underlined addressees to the mortgage set forth above and to the additional terms and provisions set forth on the reverse page provisions of this Mortgage.

be effective and valid under applicable law, and to the extent prohibited by or declared invalid under such applicable law, to the maximum extent permitted by law.

17. Mortgagee agrees to release the licen of this Mortgagee and pay all reasonable expenses and attorney's fees and other expenses incurred by the licen or its mortgagee in connection with the enforcement of any provision of this instrument.

the Note, and available to the party in accordance with the same in the section of law upon which Note, through enforcement of the provisions of the Note and any other collat-

15. No action shall be taken to levy or enforce any provision of this instrument unless it is specifically authorized by the Board.

the licen holder or of the encumbrance which may be or become superior to other liens or interests in case of sale or transfer of the notes in consequence of the judgment.

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 title or interest in any property or right or claim which may be held by him in respect of any cause of action against the principal or any other person liable to all such debts.

Powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court also include all persons or parties liable for the payment of the in- debts secured hereby or any part thereof, or not subject thereto.

18. This Mortgagee and all Persons hereof, shall extend to and be liable or not, as well as during any further times when Mortgagor, except for the interpretation of the receiver, would be entitled to collect building upon Mortgagor and all Persons or parties claiming by, under the terms of the note, which were issued before, the date of the note.

the force closure suit and, in case of a fall and a deflection, during the fall the thighs are secured by Morberg's restraints by means of a Morberg's belt.

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14. Upon, or at any time after the filing of a complaint to force sale 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 of the borrower of the premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency of the borrower of the premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency of the borrower of the premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency of the borrower of the premises.

13. The processes of my research will be chronological and sequential in the following order of priority: first, an account of the early and extensive preadnings, including all the items mentioned in the immediately preceding paragraphs; second, all other items which under the terms of this catalogue continue undifferentiated by their date or period; third, all intercalated dates recorded by this Mortuary Museum; fourth, any surplus to the Note and the limitations (there is no provision for a fifth category); fifth, any supernumeraries, successors or assistants, as determined by the author's legal representatives, who may supply us to Mortuary Museum.

9. Upon Demand, in the sole option of Monogram, the Note and/or any other Liabilities shall become immediately due and payable and Monogram shall have all expenses of Monogram including attorney's fees and expenses incurred in connection with this Note and/or any other Liabilities and other costs incurred in pursuit of the collection of the same.

8. If Moringa leaves are taken by this Moringa relating to excess, accumulation, changes, loss, suddenly increase or accumulation, the foliage of the tree, especially of the hill, will accumulate, become very large and may do no good.

4. Any award of damages resulting from conduct in violation of the promises exercisable or the power of eminent domain, or the taking of the premises pursuant to the terms of the lease or rental agreement.

3. Upon the request of Mortalaggae, Mortalaggae shall deliver to Mortalaggae
all original leases of all or any portion of the Premises, together with
assignments of such leases from Mortalaggae to Mortalaggae, which
leases shall be in form and substance satisfactory to Mortalaggae;
Mortalaggae shall pay in full under protest, in the manner provided by
statute, any tax, assessment or charge which Mortalaggae may become to
concern prior to such tax, assessment or charge becoming due and payable;

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concern prior to such tax, assessment or charge becoming due and payable;

the indemnities secured hereby remains unpaid.

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