92603997

This Mortgage is dated as of August 3 , 19 92 and is between *((**SEE MORTGAGOR DESCRIPTION BELOW) , not presently abuse discussed and NBD Glenbrook Bank , 2801 Pfingsten Rd., Glenvisy, Illinois ("Mortgagor").

Witnesseth:

To Be Deleted When This Macagage Is Not Executed By A Land Trust.

Mortgagor promises to repay all morants of principal and interest on the Note. On or before the payment date shown on the Mortgagor's monthly account statement, the Mortgagor shell pay to the Bank the amount due in accordance with the payment option selected below:

ix Monthly payment equal to the second interest on the Note.

(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 August 3, 19.27.

For 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 Come. Warrant and Mortgage unto Mortgagor, all of Mortgagor's estate, right, title and interest more real estate situated, lying and being in the County of Cook and State of Illinois, legally described as follows:

LOT 15 IN BLOCK 5 IN GLENVIEW ESTATES, UNIT NO. 2, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, T.LINOIS.

**UNDIVIDED 1/2 INTEREST, BETTY H. O'GRADY, AS TRUSTEE OF BETTY H. O'GRADY DECLARATION OF TRUST DATED 5/2/91 AND UNDIVIDED 1/2 INTEREST, ROBERT E. O'GRADY, AS TRUSTEE OF ROBERT E. O'GRADY DECLARATION OF TRUST, DATED 5/2/91.

92603997

Common Address: 1442 Executive Lane, Glenview, Illinois 60 125

Permanent Identification No.: 04-28-305-015-0000

which is referred to herein as the "Premises", together with all improvements, buildings, hereditaments, in our cover 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 tien of this Mortgage secures position of any existing indebtechess 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, bomises, 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 Nortgagor, 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, essept for this Mortgage, free from any encumbrances, except for prior Mortgages which have been disclosed to Mortgages, 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. Montgagor shall, upon written request, furnish to Mortgagee displacate paid receipts for such taxes, assessments and charges. To prevent Default hereunder.

5.50

TITLE SERVICES &

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Property of County Clerk's Office

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Mortgagor shall pay in full under protest, in the manne protested by statute, any tax, assessment or charge which Ms require may lesire to contest prior to such tax, assessment or charge becoming delinquent.

- 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 Mortgager, to execute and deliver valid acquitance 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 shalo be in addition to every other remedy or right now or hereafter anxibig at law or in equity. No delay by Mortgagee in exercising, or omiting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any men Default, or acquiescence therein, or shall affect any subsequent Default of the same or different nature. Every such remedy or right may on exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 6. Mortgagor shall keep the Premises a x! all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandelis a sad malicious damage and such other hazards as may from time to by a be designated by Mortgagee. Mortgagor shall keep all buildings and in provements now or herafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zore. Each insurance policy shall be for an amount sufficient to pay in fighthere ost of replacing or repairing the buildings and improvements or the Premises and, in no event less than the principal amount of the Not-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. Each insurance policy shall contain a lender'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 renewal policies not less than ten days prior to the espective 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 encumbranees, liens 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' 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 mutarity rate set forth in the Note. Insection 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 encurrorances, 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 fien, encumbrance, security interest, tax assessment, sile, 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 parallegals' 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 James meeting of delive on the Note and includes the failure of the Mortgage's completely cure any Cause for Default and undeliver to the Mortgage written notice of the complete cure of of the Cause for Default within ten (f0) days after the Mortgages mails written notice to the Mortgager that a Cause for Default has occurred and is existing. Default under the Note shall be Default ander 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 Mortgager to pay the Note or Liabilities in accordance with their forms.
- 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.
- 11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Note to Mortgagoe for payment of any and all amounts due under the Note or this Mortgago, 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 Mortgagoe's rights, remedies and security interests hereunder, including advising the Mortgagoe or drafting any documents for the Mortgagoe 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 laxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements; and if permitted by law, disbursements made by Mortgagoe which are authorized hereunder and attorneys' and paralegals' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgago, 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, stemographers' charges, publication costs and costs of procuring all buracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax lien searches, and similar data and assurances with Asspect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any forectesu e sale. All of the foregoing items, which may he expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or (aid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate (50 valent to the post maturity interest rate set forth in the Note. This part graph shall also apply to any expenditures or expenses incurred or part by Mortgagee or on behalf of Mortgagee in connection with (a) (ny proceeding, including without limitation, probate and bankruptcy pro cedings, to which Mortgagee shall be a party, either as plaintiff, caling it or defendant, by reason of this Mortgage or any indebtedness recur d hereby; or (b) any preparation for the commencement of any sale for me foreclosure of this Mortgage after accrual of the right to foreclose whether or not netually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, 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 herein 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 forcelose 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. Mortgage may be appointed as the receiver. Such receiver shall have power to collect to the rents, issues and profits of the Premises during the pringency of

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the foreclosure suit and, in case of a rate in a all ficting during the full squadry period of redemption, if any virging the redemption of 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 muy 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.

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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 this horoges, if the Arctgagor residens payment in full of all bilities sectored of this fortgage.

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 "Mortgagos" when used herein shall also include all persons or parties liable for the payment of the in-debtedness 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 "Murtgagee" 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 psyable only to of the trust estate which in part is securing the payment hereof, said through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payments herestif, so personal liability shall be asserted or be enforceable against the More tgagor, as trustee, because or in respect of this Mortgage or the multiing, issue or transfer thereof, all such personal liability of the trustee; if any, being expressly waived in any manner.

20. This Mortgage has been mrue, executed and delivered to Mortgagee in. Glenview , Illinois, and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as 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 at the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remains. ing 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 revers side of this document which are incorpora et by reference herein. of Monte of the day and year set forth above.

Betty H. O Grady, and trustee

Declaration of trust dated Witness the hand a ___ and scal a 3/2/11 Robert E. O'Grady, as true Declaration of Trust dated 5/2/91 "OFFICIAL SEAL" Gregory L. Gambinger lottery Public, State of Mine Not personally, but as Trustee under a Trust Agreement dated sion Expires 11/20/93 _____ and known as Trust No. State of Illinois Cook County of a Notary Public in and for said County and Sait, do hereby certify that Bakky H.

personally known to me to be the same rarron(s) where hame(s). Are I, Gragory L. Gumbingar O'Grady and Robert E. O'Grady subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it instrument as his/her free and voluntary act, for the uses and purposes herein set forth. Cilven under my hand and notarial scal this 3xd day of ____ August My Commission Expires: 11/20/93 Notary Public State of Illinois County of _, a Notary Public in and for said County, in the State as a COLOGIF certify that (corporation) (association) and of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as _ and ., respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said 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 his own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth. Given under my hand and notarial seal, this____ __ day of___ My Commission Expires: _ Nousy Public MAIL TO: . G. Chapman, 2801 Pfingsten Rd., Glenview, IL 60025

Mail recorded mortgage to: NBD Glenbrook Bank, 2801 Pfingeten Rd., Glenview, IL 60025