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1. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagee 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.

2. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagee 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.

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagee 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' fees, and payment of the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver, on 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 in law or in equity. No delay by Mortgagee in exercising, or continuing to exercise, any remedy or right according to Default shall constitute any such remedy or right, or shall be construed to be a waiver of any such Default, or relinquishment thereof. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagee shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail, and other perils of damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagee shall keep all buildings, structures, improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, hail, and other perils of damage and such other hazards as may from time to time be designated by Mortgagee. In case of insurance about to expire, Mortgagee shall deliver to Mortgagee renewal 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 Mortgagee hereunder, Mortgagee may, but need not make any payment or perform any act required of Mortgagee 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, discharge, compromise or settle any lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or context any tax assessment. All moneys paid for any of the purposes herein authorized and all expenses paid by Mortgagee in connection therewith, including attorneys' and paralegals' fees and other costs advanced by Mortgagee to protect the Premises or the lien hereon, 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 payable and Mortgagee 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 and all expenses incurred in connection with this Mortgage.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee 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 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 Mortgagee or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether hereafter 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 hereunder, including advising the Mortgagee of defaulting 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 disbursement 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 the 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, and expert evidence, accountants' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax lien searches, and similar data and instruments 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 after sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenses 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 equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, in which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation 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 threat of a suit or proceeding which might affect the Premises or the security hereon, 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, on 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 interest and then (to principal); fourth, any surplus to Mortgagee or Mortgagee'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 Mortgagee 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 receiver. Said receiver shall have power to collect the rents and income and profits of the Premises during the pendency of

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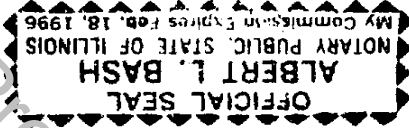
Notary Public

My Commission Expires: _____

Given under my hand and notarial seal, this _____ day of _____, 19____

_____ (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ 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.

_____ of _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____



_____ County of Illinois)
) SS)

Given under my hand and notarial seal this _____ day of _____, 19____ My Commission Expires: _____

Albert L. Bash
Notary Public

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

1. _____ a Notary Public in and for said County and State, do hereby certify that _____ personally known to me to be _____, whose name(s) _____ is/are _____

_____ County of Illinois)
) SS)

By: _____
By: _____, 19____, and known as Trust No. _____

Not personally, but as Trustee under a Trust Agreement dated _____

Diana Janyia Florini
Diana Janyia Florini

The undersigned agrees to the terms of this mortgage set forth above and to the additional terms and provisions set forth on the reverse side of this document which are incorporated by reference herein.

20. This Mortgage has been made, executed and delivered to Mortgagee in _____ 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 interpreted to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

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 Mortgage. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. 16. Mortgagee 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. 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. 14. 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. 13. 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 trustee, and in that case the trustee is concerned, its liability only and not 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. 12. 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 use of any gender shall be applicable to all genders. The word "Mortgagor" includes the successors and assigns of Mortgagor. 11. 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 trustee, and in that case the trustee is concerned, its liability only and not 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. 10. The foreclosure suit is filed 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 the Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency. 9. The 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 the Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency. 8. The 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. 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NBD Home Equity Account Revolving Credit Note (Variable Rate)

500010943

For Value Received, the undersigned, jointly and severally, promises to pay to the order of NBD with Bloomington, Illinois (the "Bank"), the principal sum of \$10,000.00 (the "Line of Credit") or the aggregate unpaid principal balance of advances to or for the account of the undersigned from the Bank pursuant to this Note, plus interest at the per annum rate equal to the Variable Rate Index Interest on this Note shall be calculated on the daily unpaid principal balance and shall be computed based upon a 365-day year for the actual number of days elapsed. Interest after Default (defined below) or Maturity (defined below) on the aggregate unpaid principal balance shall be at the per annum rate equal to 6 percent per annum in excess of the Variable Rate Index. As used in this Note, "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 this Note, "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 hereunder 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 hereunder, whether from past or future principal advances hereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Bank will select a comparable interest rate index and will notify the undersigned of the index selected. The maximum per annum rate of interest on this Note will not exceed 18%.

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

- 1) Monthly payments equal to the accrued interest on this Note.
2) Monthly payments equal to one sixtieth (1/60th) of the principal balance outstanding on this Note or \$100.00, whichever is greater.

The Bank shall mail a statement of account to the undersigned showing each required monthly payment at least ten (10) days prior to the due date thereof. The undersigned has the right to pre-pay all or any part of the aggregate unpaid principal balance of this Note at any time, without penalty. The entire unpaid balance of principal and interest, if not sooner paid, shall be due and payable on 10/15/93, 19 93.

The undersigned promises to pay a non-refundable annual service charge of \$20.00, beginning on the date this Note is executed and annually thereafter until this Note is paid in full and cancelled by the Bank.

As security for the payment and performance of the Liabilities (defined below), the undersigned has granted or shall grant or cause to be granted to the Bank (a) a Security Agreement and Collateral Assignment of Beneficial Interest in Land Trust (the "Security Agreement") under that certain Trust Agreement dated 10/15/93 and known as Trust No. 10017 with [Name] as Trustee and/or

(b) a Mortgage dated as of the same date as this Note (the "Mortgage") with respect to the real estate commonly known as [Address] which is located in [County], Illinois. The terms and provisions of the Security Agreement and/or Mortgage are hereby incorporated by reference herein. Notwithstanding any other provision of the Security Agreement, Mortgage or this Note, no sale, lease, mortgage, trust deed, grant by the undersigned or any Guarantor (defined below) of an encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell or transfer of the above described real estate, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a trust which holds title to the above described real estate, shall be made without the prior written consent of the Bank.

Requests for advances of funds pursuant to this Note must be made in writing and must be executed by any one of the following persons:

Debra Janyia Proctor

The Bank shall supply the undersigned with the specific form to be used by the undersigned to request advances. The Bank shall have no duty to inquire into the purpose or use of any advance made by the Bank hereunder. In the event that the aggregate unpaid principal balance of this Note exceeds the Line of Credit for any reason whatsoever, the undersigned promises to pay upon demand, the entire portion of the aggregate unpaid principal balance of the Note that exceeds the Line of Credit plus interest at the interest rates as provided above.

This Note evidences a revolving credit extended by the Bank to the undersigned. All advances, payments, and any other items posted by the Bank to the undersigned's revolving credit account at the Bank shall be processed and recorded by the Bank on the internal data processing system or accounting system, or both, used by the Bank. The records of the Bank reflecting the amount of advances, unpaid interest and aggregate unpaid principal balance and all other amounts posted to the undersigned's revolving credit account shall be conclusively presumed to be correct, and any statements of account sent by the Bank to the undersigned shall be deemed to be stated accounts, unless the undersigned within sixty (60) days after the Bank sends or such statement, objects in writing delivered to the Bank that the statement of account is incorrect and specifies the undersigned's name and account number, the dollar amount and description of the suspected error. The Bank shall have no obligation to make any advance pursuant to any request for an advance for less than \$ 500.00, a request that would cause the aggregate unpaid principal balance of the Note to exceed the Line of Credit, or a request when a Default exists under this Note.

(See Reverse Side Hereof for Additional Terms and Provisions Which are Part of This Note.)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE AND THE SECURITY AGREEMENT AND/OR THE MORTGAGE AND AFFIRMS THAT THE UNDERSIGNED HAS REVIEWED AND UNDERSTANDS THE TERMS AND PROVISIONS OF THIS NOTE AND THE SECURITY AGREEMENT AND/OR THE MORTGAGE. THE UNDERSIGNED ACKNOWLEDGES THAT THIS NOTE IS BEING ACCEPTED BY THE BANK IN PARTIAL CONSIDERATION OF THE BANK'S RIGHT TO ENFORCE IN THE STATE OF ILLINOIS AND THE COUNTY OR COUNTIES IN WHICH THE MORTGAGE IS RECORDED (THE "COUNTY") THE TERMS AND PROVISIONS HEREUNDER AND ALL RELATED DOCUMENTS AND AGREEMENTS DELIVERED TO THE BANK IN CONNECTION WITH THE LIABILITIES; THE UNDERSIGNED CONSENTS TO JURISDICTION IN, AND CONSTRUCTION OF THIS NOTE UNDER THE LAWS OF, THE STATE OF ILLINOIS AND VENUE IN THE COUNTY FOR SUCH PURPOSES, THE UNDERSIGNED WAIVES ANY AND ALL RIGHTS TO CONTEST JURISDICTION AND VENUE OF THE STATE OF ILLINOIS AND THE COUNTY OVER THE UNDERSIGNED FOR THE PURPOSES OF ENFORCING THIS NOTE AND ALL RELATED DOCUMENTS DELIVERED IN CONNECTION WITH THE LIABILITIES; AND THE UNDERSIGNED WAIVES ANY AND ALL RIGHTS TO COMMENCE ANY ACTION, WHETHER BY COMPLAINT, COUNTER COMPLAINT OR CROSS-COMPLAINT OR COUNTERCLAIM WITH RESPECT TO THE LIABILITIES, AGAINST THE BANK IN ANY JURISDICTION OTHER THAN IN THE STATE OF ILLINOIS AND IN THE COUNTY.

Signed And Delivered in [Address], Illinois by the undersigned, as of this 10th day of June, 1993.

Debra Janyia Proctor

Debra Janyia Proctor

Not personally, but as Trustee under a Trust Agreement dated 10/15/93 and known as Trust No. 10017

Execution Above Indicates Acceptance of the Terms and Provisions on the Reverse Side Hereof.

By: [Signature] Its: [Signature]

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Additional Terms and Provisions

Furthermore, the Bank reserves the right to prohibit any additional advances of credit and to reduce the maximum credit limit hereunder upon the occurrence of any one or more of the following events, conditions or acts: (i) the value of the Collateral (defined below) declines significantly below the appraised value; (ii) the Bank reasonably believes that the undersigned will be unable to make timely payment of amounts due hereunder as a result of a material change in the undersigned's financial condition; (iii) the undersigned fails to perform any material obligation under this Note, the Security Agreement, or the Mortgage; (iv) any governmental action prohibits the Bank from imposing the per annum rate of interest provided for hereunder; (v) any governmental action adversely affects the priority of the Bank's security interest such that the value of the security interest is less than one hundred twenty (120%) percent of the Line of Credit; (vi) the Bank receives notice from its regulatory agency that continued advances hereunder would constitute an unsafe and unsound banking practice; or (vii) the per annum rate of interest hereunder reaches the maximum rate.

The undersigned hereby indemnifies and holds harmless the Bank from any claims, losses, damages, expenses, and costs, including attorneys' and paralegals' fees, incurred by the Bank relating to this Note. The undersigned, any endorser and accommodation parties to this Note hereby waive presentment, demand, notice of dishonor, protest and all other notices whatsoever, and waive any and all rights to require the Bank to obtain any appraisal, redemption or valuation of the Collateral and all appraisal, valuation and exemption laws; and agrees that the Bank may in its sole discretion, from time to time, extend or renew this Note for any period of time and grant any release, compromises, extensions, renewals or indulgences with respect to (i) this Note; (ii) any or all of the Collateral; or (iii) any of the undersigned or any Guarantor, all without notice to or consent of any of the undersigned or any Guarantor to whom the Bank has not expressly in writing granted such a release, compromise, extension, renewal, or indulgence. The undersigned hereby waives any and all claims, rights (including rights of set off) and defenses against the Bank.

Upon and after any Default, the Bank shall have all the rights and remedies under any applicable laws, this Note, the Security Agreement, the Mortgage, and any other documents and agreements relating to the Liabilities or the Collateral, all of which rights and remedies shall be cumulative and none exclusive. Further, upon and after any Default, (i) the Bank may in its sole discretion declare any or all of the Liabilities to be immediately due and payable without notice or demand to the undersigned or any other person; (ii) in connection with the collection of this Note and in the enforcement or attempted enforcement of the Bank's rights and remedies hereunder, the undersigned shall pay all costs and expenses of the Bank, including all attorneys' and paralegals' fees, prepaid bonds, court costs, as well as all costs of retaking, holding, preparing for sale, selling or leasing any of the Collateral; (iii) the Bank may demand, sue for, collect or make any compromise, renewal, extension for any period of time, settlement, release, exchange or take any other action to protect the Bank's interests with respect to any of the Liabilities or the Collateral; and (iv) the Bank may dishonor any checks and drafts drawn by the undersigned on the Bank. The undersigned agrees that the Bank at any time and from time to time, whether before or after any Default, shall have the right to set-off, appropriate and apply toward the payment of any of the Liabilities in such order of application as the Bank may from time to time elect, any cash, credits, deposits, accounts, securities, and any other property of the undersigned, or of any Guarantor in the possession, custody or control of the Bank for any reason.

Any net proceeds from the sale or other disposition of any of the Collateral may be applied by the Bank, in its sole discretion, to the payment of all expenses incurred by the Bank, including all costs and attorneys' and paralegals' fees, relating in any manner to the disposition of the Collateral. Any balance of such proceeds may be applied by the Bank to the payment of the Liabilities, in such order of application as the Bank may from time to time elect, and the undersigned irrevocably gives the right to direct application of any payments received by the Bank from the undersigned, any Guarantor or other person or source, or in connection with the Collateral. The undersigned shall remain liable for any deficiency on the Liabilities. If there are more than one undersigned, the Bank shall pay any surplus proceeds of the Collateral to any one or more of the undersigned as the Bank may determine.

The undersigned on demand from the Bank shall pay to the Bank all costs and expenses incurred or paid by the Bank for any reason in connection with this Note, the Liabilities or the Collateral, including but not limited to attorneys' and paralegals' fees and costs for (i) enforcing or attempting to enforce any of the Bank's rights and remedies; (ii) providing counsel assistance to the Bank on any matters involving this Note, the Liabilities or the Collateral, including the preparation of this Note, and any extensions, renewals or amendments thereof; and (iii) protecting, selling, leasing, or otherwise disposing of the Collateral and collecting or attempting to collect the Liabilities. Until the Bank is fully paid, such costs and expenses shall be added to the Liabilities, be payable on demand and shall bear interest at the highest interest rate applicable under this Note.

The undersigned hereby agrees to indemnify, defend and hold the Bank harmless from any and all claims, causes of action, damages, losses and liabilities resulting from any act or failure to act by the Bank in any manner with respect to the Liabilities or the Collateral and from any and all claims, causes of action, damages, losses, and liabilities by, against, between or among the undersigned arising out of or in connection with any of the Liabilities or the Collateral.

If any court of competent jurisdiction determines any provision hereunder to be prohibited or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability without prohibiting, invalidating and rendering unenforceable the remainder of the provisions of this Note. The Bank reserves the right to waive or refrain from waiving any right or remedy under this Note. No delay or omission on the part of the Bank in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Note or any other instrument, document, agreement or other writing relating thereto. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made, unless such waiver is in writing and signed by an authorized officer of the Bank. Unless otherwise provided for hereunder, any notice required to be given by the undersigned or the Bank shall be given if deposited in the mail, postage prepaid, and mailed to the respective party at the address shown on this Note, otherwise if the undersigned's address is not shown on this Note, then notice to the undersigned shall be mailed to the address of the undersigned on the records of the Bank. No change in address of the undersigned shall be effective, unless delivered in writing to the Bank at the address shown on this Note. Any change of address of the Bank shall be effective upon giving notice as provided herein.

The following definitions apply to the words and phrases used herein: **92642518** Bloomington, Illinois, or any other legal holder of this Note, and their respective successors, assigns, legal representatives, estates, and heirs.

A. "Bank" means the NBD Bank Bloomington, Illinois, or any other legal holder of this Note, and their respective successors, assigns, legal representatives, estates, and heirs.

B. "Collateral" means the real estate subject to the Mortgage, and the beneficial interest subject to the Security Agreement and Collateral Assignment of the Beneficial Interest in Land Trust referred to above.

C. "Cause for Default" means any one or more of the following events, conditions, or acts: (i) the undersigned fails to make any timely payment of any amount due hereunder; (ii) the undersigned makes any statement, representation, warranty or covenant or fulfills any application or agreement to the Bank, at any time or from time to time, which is fraudulent, false or incorrect in any material aspect; or (iii) the undersigned takes any action or fails to take any action, which results in an adverse effect upon the Bank's security interest in the Collateral.

D. "Default" means the failure of the undersigned to completely cure any Cause for Default and to deliver to the Bank written notice of the complete cure of the Cause for Default within ten (10) days after the Bank mails written notice to the undersigned that a Cause for Default has occurred and is existing.

E. "Guarantor" includes any endorser, guarantor, accommodation party, pledgor or surety of any of the Liabilities.

F. "Liabilities" means any and all liabilities, obligations and indebtedness of any of the undersigned to the Bank for payment of any and all amounts due under this Note, the Security Agreement, or the Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Security Agreement or Mortgage, 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 protecting and enforcing the Bank's rights, remedies and security interests hereunder or under the Liabilities or the Collateral, including advising the Bank, or drafting any documents for the Bank at any time. Notwithstanding any other provisions of this Note, the Security Agreement, or the Mortgage, the Liabilities secured by the Security Agreement and/or Mortgage shall not exceed the Line of Credit, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to the Security Agreement and/or Mortgage, with interest on such disbursements, and if permitted by law, disbursements made by the Bank which are authorized by the Security Agreement and/or Mortgage and attorneys' fees, costs and expenses relating to the enforcement of this Note, the Security Agreement, and the Mortgage, plus interest as provided in the Security Agreement and/or Mortgage.

G. "Maturity" means the date of the date any installment payment on this Note becomes past due, whether by acceleration or otherwise, or the date on which the unpaid balance of principal and interest under this Note is due and payable.

H. The word "undersigned" means each maker signing this Note and the word "undersigned" in the singular form shall include the plural form, unless otherwise defined. Each undersigned shall be jointly and severally obligated hereunder. This Note has been made, executed and delivered in Bloomington, Illinois and shall be binding upon each of the undersigned and upon their respective heirs, successors and assigns, and shall inure to the benefit of the Bank and the Bank's successors and assigns.

In the event the undersigned is a corporate trust, then with respect to the trustee, this Note is executed by the undersigned, not personally, but as the 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, through enforcement of the provisions of this Note with respect to any undersigned in addition to the trustee and the provisions of any other collateral security or guaranty from time to time securing payments hereof; no personal liability shall be asserted or be enforceable against the undersigned, as the trustee, because or in respect of this Note or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner.

Exhibit "A"

Parcel One:

That part of Lot 40 in Poplar Creek Club Homes, Unit 4, described as follows:

Commencing at the Southwest corner of said Lot 40; thence North 65 Degrees 24 Minutes 59 Seconds East along the Southeasterly line of said Lot 40, a distance of 10.01 Feet; thence North 24 Degrees 35 Minutes 01 Second West, a distance of 2.04 Feet, to an exterior corner of a concrete foundation; thence along the exterior surface of said foundation wall, the following courses and distances: North 64 Degrees 08 Minutes 59 Seconds East, a distance of 14.98 Feet; thence South 25 Degrees 21 Minutes 43 Seconds East, a distance of 2.01 Feet; thence North 65 Degrees 07 Minutes 09 Seconds East, a distance of 6.02 Feet; thence North 24 Degrees 01 minute 00 Seconds West, a distance of 1.65 Feet; thence North 65 Degrees 04 Minutes 52 Seconds East, a distance of 16.80 Feet; thence North 24 Degrees 30 Minutes 13 Seconds West, a distance of 9.73 Feet; thence North 65 Degrees 28 Minutes 22 Seconds East, a distance of 22.46 Feet; thence South 23 Degrees 56 Minutes 34 Seconds East, a distance of 1.64 Feet; thence North 65 Degrees 27 Minutes 40 Seconds East, a distance of 5.03 Feet; thence North 22 Degrees 39 Minutes 32 Seconds East, a distance of 1.69 Feet to an exterior corner of said concrete foundation for the point of beginning; thence South 65 Degrees 23 Minutes 04 Seconds West, along the Southwesterly extension of a part of the exterior surface of said foundation, a distance of 0.50 Feet, to a point of intersection with the centerline of the common foundation wall between parcels 1798 and 1796; thence North 24 Degrees 27 Minutes 26 Seconds West, along said centerline, a distance of 31.91 Feet to the point of intersection with the Northeasterly extension of a part of the exterior surface of said foundation; thence south 65 Degrees 15 Minutes 50 Seconds West along said Northeasterly extension, a distance of 0.34 Feet, to an exterior corner of said foundation; thence along the exterior surface of said foundation, the following courses and distances: North 24 Degrees 35 Minutes 56 Seconds West, a distance of 12.28 Feet; thence South 67 Degrees 49 Minutes 02 Seconds West, a distance of 0.31 Feet; thence North 25 Degrees 08 Minutes 40 Seconds West, a distance of 4.06 Feet; thence North 65 Degrees 20 Minutes 31 Seconds East, a distance 21.40 Feet; thence South 24 Degrees 44 Minutes 29 Seconds East, a distance of 4.06 Feet; thence South 64 Degrees 44 Minutes 56 Seconds West, a distance of 0.34 Feet; thence South 24 Degrees 43 Minutes 24 Seconds East, a distance of 12.38 Feet; thence North 64 Degrees 07 Minutes 03 Seconds East, a distance of 6.85 Feet to an exterior corner of said foundation; thence North 64 Degrees 07 Minutes 03 Seconds East, along the prolongation of the last described course, a distance of 0.34 Feet to a point of intersection with the centerline of the common foundation wall between parcels 1796 and 1794; thence South 24 Degrees 41 Minutes

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08 Seconds East along said centerline, a distance of 32.07 Feet, to a point of intersection with the Southwesterly extension of a part of the exterior surface of said foundation; thence North 65 Degrees 28 Minutes 05 Seconds East along said Southwest extension, a distance of 0.46 feet to an exterior corner of said foundation; thence along the exterior surface of said foundation, the following courses and distances: South 23 Degrees 28 Minutes 25 Seconds East, a distance of 1.67 Feet; thence South 65 Degrees 53 Minutes 29 Seconds West, a distance of 5.01 Feet; thence North 26 Degrees 04 Minutes 24 Seconds West, a distance of 1.69 Feet; thence South 65 Degrees 23 Minutes 04 Seconds West, a distance of 22.59 Feet, to the point of beginning,

Being a subdivision of part of the Southwest quarter of Section 8, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded June 7, 1985 as Document 85-052239, in Cook County, Illinois.

Parcel Two:

Easement for the benefit of Parcel 1 for ingress and egress over the property described in Exhibit "B" attached to the declaration of party wall rights, covenants, conditions, restrictions and easements recorded November 14, 1984 as Document 27336477, and any amendments thereto.

P.I.N. 07-08-300-265

address - 1794 Montclair Ct. Hoffman Estates

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